

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF JOSEPHINE

Katherine Schaeffer,

Plaintiff,

v.

Safeco Insurance Company of Oregon, an
Oregon Corporation,
Defendant.

CASE NO:

COMPLAINT

Breach of Contract

Not Subject to Mandatory Arbitration

Claim Exceeds \$50,000

Filing fee \$560 ORS21.160 (1) (c)

Prayer \$130,850

COMES NOW the plaintiff, through her undersigned attorneys, and alleges that, at all times
material hereto, the following:

1.

Plaintiff has been a resident of the State of Oregon for over 5 years.

2.

Defendant is an Oregon Corporation authorized to issue insurance Policies in Oregon.

3.

Plaintiff procured and purchased a Homeowners insurance policy from Defendant, and
Defendant issued Plaintiff its Policy numbered OP6135614 (hereafter Policy).

1 4.

2 This Policy insured Plaintiff's premises located at 5790 Cloverlawn Dr., Grants Pass Or
3 97526, (hereafter house or premises) with coverages more particularly set forth hereafter.

4 5.

5 That on or about September 12 2017, a skunk sprayed Plaintiff's house and dog and left home
6 uninhabitable and ruined the contents throughout her house.

7 6.

8 Plaintiff's Policy was in effect on or about September 12 2017.

9 7.

10 Plaintiff reported this event and made a claim under her Policy within a day or two, but in no
11 event later than September 15 2017.

12 8.

13 Defendant assigned its claim number 446473866039 to this claim of plaintiff.

14 9.

15 Defendant investigated the claim and made some payments under the Policy to Plaintiff for
16 additional living expenses in the amount of about \$1500 and paid content loss, Coverage C, of \$500.

17 10.

18 Plaintiff has fully performed all conditions precedent required of Plaintiff under the Policy.

19 11.

20 Plaintiff incurred expenses in the amount of \$3,650 to remedy the damage to the dwelling.

21 12.

22 To salvage certain content items for a reasonable expense not to exceed \$3,500.

13.

Most contents had to be packed and moved in an amount not to exceed \$3,500 and placed in storage in an amount not to exceed \$4,000.

14.

Plaintiff suffered loss of use of her house and belongings in an amount not to exceed \$24,000.

15.

Plaintiff lost her contents in that they were not salvageable for her in an amount not to exceed \$112,700.

16.

Defendant has denied, failed and refused to pay Plaintiff's claim except for minor payment referenced above, leaving unpaid as of the date of filing this action the amount not to exceed \$150,850, less the Policy deductible of \$1,000, equals \$149,850 unpaid. Failure to pay this amount is a breach of the Policy by Defendant.

17.

Under Oregon law, Plaintiff is entitled to recover prejudgment interest at the legal rate of 9% per annum that has accrued on past due benefits under the Policy from September 12, 2017 until paid.

18.

Plaintiff has been required to retain the services of an attorney in this matter and should be awarded his reasonable attorney fees incurred herein pursuant to ORS 742.061.

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- 3 -

1 WHEREFORE, Plaintiff prays that she recovers as alleged above, plus prejudgment interest at
2 9% per annum, her reasonable attorney fees, and for her costs and disbursements incurred herein.

3 DATED: July 16, 2018

TAYLOR & TAPPER

s/ R. Scott Taylor

R. Scott Taylor, Attorney for Plaintiff
OSB No. 743242