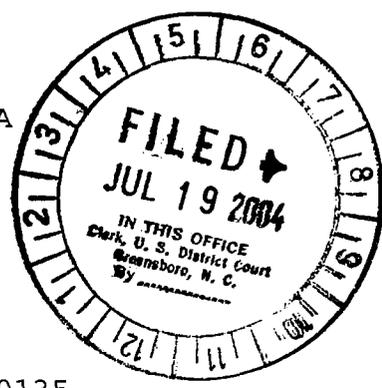


IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA



SELECTIVE INSURANCE COMPANY )  
OF SOUTH CAROLINA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
JAN H. TERRY; JASON DAVIDSON; )  
AMANDA DAVIDSON f/k/a )  
AMANDA B. PATTERSON; and )  
PATTERSON PAVING, INC., )  
 )  
Defendants. )

CIVIL NO. 1:03CV00135

ORDER and JUDGMENT

BULLOCK, District Judge

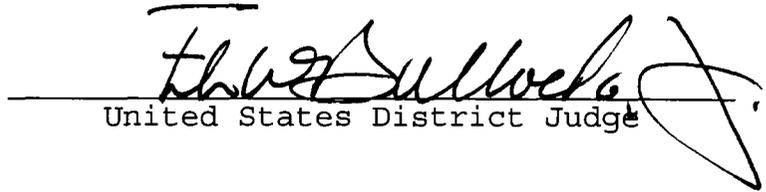
For the reasons set forth in the memorandum opinion filed contemporaneously herewith,

IT IS ORDERED AND ADJUDGED that Jason Davidson and Amanda Davidson are not entitled to liability coverage under the terms and conditions of coverage listed in the Business Auto Policy beyond the minimum amounts of coverage required by the North Carolina Motor Vehicle Safety and Financial Responsibility Act of 1953 and are not entitled to excess liability coverage under the insuring agreement contained in Section I of the Umbrella Policy's coverage form as a matter of law.

IT IS FURTHER ORDERED AND ADJUDGED that Selective Insurance's motion for summary judgment [Doc. #31] is **GRANTED**.

IT IS ORDERED that Defendant Terry's motion for summary judgment [Doc. # 27] is **DENIED**.

July 19 , 2004

  
United States District Judge