



Forge Insurance Company as a result of the COVID-19 pandemic and associated orders issued by Governor Wolf, where the policy provides such coverage only following an action by a civil authority that was issued “due to” physical loss of or damage to property and “prohibit[s] access” to a policyholder’s premises?

- (3) Did the Superior Court err in its decision affirming the trial court’s opinion concluding that the Contamination; Consequential Loss; Fungi, Wet Rot, Dry Rot, and Microbes; Acts or Decisions; and Ordinance or Law exclusions in the policy issued by Petitioner Valley Forge Insurance Company did not bar coverage for Respondent Timothy A. Ungarean, DMD’s alleged losses related to the COVID-19 pandemic and associated orders issued by Governor Wolf?

The Prothonotary is directed to list this matter for argument simultaneously with *MacMiles, LLC v. Erie Insurance Exchange*, 10 WAP 2023.