



(unpublished opinion).

In its ruling, the court determined that because the exclusion language in the policy was 'clear and unambiguous,' and because Matson Lumber was found liable in the underlying action solely on breach of contract, applicable Pennsylvania law does not require Twin City to indemnify Matson. See, e.g., Redevelopment Authority of Cambria County v. International Ins. Co., 685 A.2d 581 (Pa. Super. 1996) (en banc), appeal denied, 695 A.2d 787 (Pa. 1997) (where "the underlying suit arises out of breach of contract which is [excluded] by the provisions of the general liability insurance policy...applicable case law from this and other jurisdictions compels the conclusion that [the insurer] ...has no duty to...indemnify [the insured]"). Matson Lumber Company now appeals the District Court's order.

After a careful review of the briefs and appendices submitted by the parties, we find no basis for disturbing the District Court's rulings. Therefore, we will affirm the order, denying Plaintiff/Appellant Matson Lumber Company's motion for summary judgment and granting Defendant/Appellee Twin City Fire Insurance Company's motion for summary judgment, substantially for the reasons expressed by Magistrate Judge Sensenich in her well-reasoned memorandum opinion. Id. at 7-13.

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TO THE CLERK OF THE COURT:

Kindly file the foregoing Opinion.

/s/Julio M. Fuentes

Circuit Judge