

The South Carolina Court of Appeals

Southern Insulation, Inc., through its Receiver, Peter D. Protopapas, Respondent,

v.

OneBeacon Insurance Group, Ltd. (f/k/a White Mountains Insurance Group, Ltd., f/k/a CGU Insurance Company, f/k/a Commercial Union Corporation, f/k/a General Accident Insurance Company of America); OneBeacon Insurance Group LLC (n/k/a Intact Insurance Group USA LLC); R.V. Chandler & Associates, Inc.; Chandler Rental Properties, Inc.; Thomas S. Chandler; Jean B. Ownbey, as Trustee of the Thomas S. Chandler. Sr. Living Trust u/d 4/06/06; Gene N. Norville; the South Carolina Property and Casualty Insurance Guaranty Association; Trebuchet US Holdings, Inc; Trebuchet Investments Limited; Trebuchet Group Holdings Limited (f/k/a Armour Group Holdings Limited); Brad S. Huntington, individually; and John C. Williams, individually, Defendants,

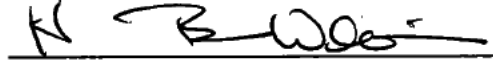
Of which OneBeacon Insurance Group, Ltd. (f/k/a White Mountains Insurance Group, Ltd., f/k/a CGU Insurance Company, f/k/a Commercial Union Corporation, f/k/a General Accident Insurance Company of America); OneBeacon Insurance Group LLC (n/k/a Intact Insurance Group USA LLC); Trebuchet US Holdings, Inc; Trebuchet Investments Limited; Trebuchet Group Holdings Limited (f/k/a Armour Group Holdings Limited); Brad S. Huntington, individually; and John C. Williams, individually, are the Appellants.

Appellate Case No. 2023-000252

ORDER

After careful consideration, Respondent's motion to dismiss this appeal as interlocutory is granted. Appellants are attempting to appeal the circuit court's order denying their motions to dismiss Respondent's second amended complaint below. Generally, the denial of a motion to dismiss is interlocutory and not immediately appealable. *See Huntley v. Young*, 319 S.C. 559, 560, 462 S.E.2d 860, 861 (1995) (explaining a denial of a motion to dismiss is generally not immediately appealable because it does not finally decide any issue or preclude a party from raising the issue later). However, when an order denying a motion to dismiss has the effect of granting or refusing an injunction, this court may review it pursuant to section 14-3-330(4) of the South Carolina Code. *See S.C. Code Ann. § 14-3-330(4)* (2017) (providing "[a]n interlocutory order or decree in a court of common pleas granting, continuing, modifying, or refusing an injunction" is immediately appealable). Appellants argue that the orders on appeal here had the effect of "refusing an injunction" pursuant to section 14-3-330(4) and *Williams v. Nw. Sec. Life Ins. Co.*, 307 S.C. 462, 415 S.E.2d 809 (1992). In *Williams*, our supreme court found an order denying a motion to dismiss by an insurance company that was the subject of a liquidation order in North Carolina was immediately appealable, as an order refusing an injunction. 307 S.C. at 464, 415 S.E.2d at 810. The court found it must "give full faith and credit to the injunction contained within the North Carolina liquidation order." *Id.* at 465, 415 S.E.2d at 810; *see also* S.C. Code Ann. § 38-27-430 (2015) ("The courts of this State shall give full faith and credit to injunctions against the liquidator or the company or the continuation of existing actions against the liquidator or the company, when the injunctions are included in an order to liquidate an insurer issued pursuant to corresponding provisions in other states.").

Here, unlike in *Williams*, the insurer that was subject to an out-of-state liquidation order was Bedivere Insurance Company, which is not a party to this action. Though Appellants are former affiliates of Bedivere, Respondent's causes of action allege wrongdoing by Appellants only. Moreover, the liquidation order specifically provides that all references to Bedivere shall include a number of other insurers, which were merged with Bedivere; Appellants are not named in that list. As such, the orders on appeal here are not immediately appealable as orders refusing an injunction. Accordingly, the appeal is dismissed. The remittitur will be sent as required by Rule 221(b), SCACR.



C.J.

FOR THE COURT

Columbia, South Carolina

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