THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas
J. Cordell Maddox, Jr., Circuit Court Judge

Civil Action No. 2020-CP-04-02533

Appellate Case No. 2023-000549

Donegal Insurance

Appellant,

v.

Charles H. Wade,

Defendant.

RECORD ON APPEAL

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SC Court of Appeals

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STATE OF SOUTH CAROLINA COUNTY OF ANDERSON	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2020-CP-04-02533
DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	)	**Motion and Order for Continuance**

THIS MATTER is scheduled to come before the Court the week of January 24, 2022. Thomas E. Hite, III, attorney for the Defendant and Karl Brehmer, attorney for the Plaintiff have respectfully requested that this case be continued past the January 24, 2022 term of court due to the parties having mediation scheduled for March 11, 2022 with Jimmy King.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

That this matter is hereby continued until the next term of Common Pleas Court in Anderson County.

IT IS SO ORDERED.

_____
PRESIDING JUDGE OF THE TENTH JUDICIAL CIRCUIT

_____, 2022
ANDERSON, SOUTH CAROLINA

I SO MOVE:

s/Thomas E. Hite, III
THOMAS E. HITE, III
ATTORNEY FOR DEFENDANT

s/Karl Brehmer
KARL BREHMER
ATTORNEY FOR THE PLAINTIFF

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Anderson Common Pleas

Case Caption: Donegal Insurance VS Charles H Wade

Case Number: 2020CP0402533

Type: Order/Continuance

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA COUNTY OF ANDERSON	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2020-CP-04-02533
DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	)	**ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

THIS MATTER CAME BEFORE THE COURT on April 20, 2022 for a hearing on Plaintiff, Donegal Insurance's, Motion for Summary Judgment. After due consideration of the memoranda and supporting documents provided by both parties, as well as the oral arguments of counsel, this Court has determined that genuine issues of material facts exist as to the Plaintiff's allegations, and that as a matter of law, Plaintiff is denied summary judgment in this action.

ORDERED, ADJUDGED, and DECREED that Plaintiff Donegal Insurance's Motion of Summary Judgment is hereby **DENIED.**

IT IS SO ORDERED.

J. Cordell Maddox, Jr.
Presiding Judge, 10th Judicial Circuit

June 6, 2022
Anderson, South Carolina

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Anderson Common Pleas

Case Caption: Donegal Insurance VS Charles H Wade

Case Number: 2020CP0402533

Type: Order/Summary Judgment

So Ordered

s/ J. Cordell Maddox Jr.

ELECTRONICALLY FILED - 2023 Mar 17 1:42 PM - ANDERSON - COMMON PLEAS - CASE#2020CP040253

STATE OF SOUTH CAROLINA COUNTY OF ANDERSON	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2020-CP-04-02533
DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	)	**FINAL ORDER**

This matter came before the Court on September 20, 2022 at the Anderson County Courthouse for a non-jury trial on the Plaintiff's Complaint for Declaratory Judgment as to the issue of Underinsured Motorist Coverage on the Defendant's policy of insurance. Present at the hearing was Thomas E. Hite, III, appearing on behalf of the Defendant, Charles H. Wade, and Karl Brehmer, appearing on behalf of Plaintiff, Donegal Insurance.

NOW THEREFORE BASED UPON MEMORANDUMS OF LAW, WITNESS TESTIMONY, AND EVIDENCE PRESENTED TO THIS COURT, I HEREBY MAKE THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. On November 1, 2017, the Defendant was involved in a motor vehicle accident with Deanna M. McEntire in Anderson County, South Carolina. On January 23, 2019, Mr. Charles Wade ("Wade") filed a Summons and Complaint against Ms. McEntire for damages resulting from the motor vehicle accident in Case Number 2019-CP-04-00871. Mr. Wade settled his claims with Ms. McEntire on a Covenant Not to Execute within the liability limits of Ms. McEntire's automobile liability insurance policy. Mr. Wade deemed Ms. McEntire

underinsured and therefore served his insurance carrier through the South Carolina Department of Insurance with the Summons and Complaint in that action.

2. On December 30, 2020, Donegal Insurance ("Donegal") commenced the instant case against Mr. Wade seeking a declaratory judgment as follows: that it was under no obligation to make an offer of Underinsured Motorist ("UIM") coverage to Mr. Wade; that the Policy does not provide underinsured motorist coverage for the injuries complained of in his Complaint; and that Mr. Wade cannot seek a reformation of the Policy to include UIM coverage by challenging the sufficiency of the offer of UIM coverage. Wade filed an Answer and Counterclaims against Donegal for: Breach of Contract; Reformation of Contract Based on Mutual Mistake; Reformation Based on Insured's Reasonable Expectations and Failure to Make a Meaningful Offer; Bad Faith; and Bad Faith – Attorneys' Fees. Donegal filed a Reply to Wade's Counterclaim denying the allegations.

3. A Motion for Summary Judgment hearing was held on April 20, 2022, in which Plaintiff's motion was denied. An Order denying Plaintiff's Motion of Summary Judgment was entered on June 7, 2022.

4. Prior to the trial of this matter the parties convened via teleconference to determine whether this matter could be heard by the Court in a non-jury hearing. The parties after due consideration consented to going forward by non-jury.

5. During the trial in this matter, which was held on the above-reference date, both parties presented testimony and exhibits as to their respective claims.

6. The Plaintiff called Sandra Booth of Donegal underwriting and Linda Barnes of Countybanc Insurance Services. Plaintiff through these witnesses supplied the court with the insurance file and electronic communications between the parties.

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7. Defendant testified that he was not informed of his options to purchase UIM and did not understand UIM coverage or the available options for the purchase of UIM. Defendant presented evidence of the UIM rejection form that was not fully completed and did not have the amounts for premiums filled in.

8. This case stems from the Plaintiff's failure to make a meaningful offer of UIM coverage to Mr. Wade. Mr. and Mrs. Wade had automobile insurance on their vehicles through Southern Mutual Insurance Company, a subsidiary of Donegal, for several years prior to August 2017. On or about August 2017, Mrs. Wade contacted Michelle Rogers of Countybanc to inquire as to what coverages they had on their vehicles and for an explanation as to what each item covered. Mr. and Mrs. Wade did not understand what they were paying for in regards to UIM and UM coverage. Mr. and Mrs. Wade did not contact Ms. Rogers with the intention of canceling or dropping UIM coverage from their policy. However, after a telephone conversation with Mrs. Wade, Michelle Rogers emailed Mr. Wade requesting that he sign and return a UIM meaningful offer / rejection form. This form was not filled out properly and did not contain the required premium options for the purchase of UIM coverages up to the policy limits for liability. Michelle Rogers did not testify in this case.

9. The Plaintiff determined that the Defendant's inquiry was a triggering act that required an offer / rejection form to be signed pursuant to S.C. Code Ann § 38-77-160 and 38-77-350 and when any offer of UIM is made it must be properly made.

10. Based on the testimony and evidence presented, the court finds that Donegal has not produced a meaningful offer of Underinsured Motorist Coverage that complies with S.C. Code Ann § 38-77-160 and 38-77-350.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. That the Court finds for the Defendant based on the reasons stated above.
2. That the Defendant, Charles Wade's policy shall be reformed and UIM coverage be applied to the level of liability limits on the policy.

AND IT IS SO ORDERED.

_____
JUDGE J. CORDELL MADDOX, JR.
COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT

MARCH_____, 2023
ANDERSON, SOUTH CAROLINA

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Anderson Common Pleas

Case Caption: Donegal Insurance VS Charles H Wade

Case Number: 2020CP0402533

Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.

ELECTRONICALLY FILED - 2020 Dec 30 2:45 PM - ANDERSON - COMMON PLEAS - CASE#2020CP0402533

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	Case No. 2020-CP-04-_____
DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	**SUMMONS**

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint for Declaratory Judgment in this action and to serve a copy of your Answer or other responsive pleading to the said Complaint for Declaratory Judgment on the subscriber at his office at 1720 Main Street, Suite 201, Post Office Box 7966, Columbia, South Carolina 29202, within thirty (30) days after the service thereof, exclusive of the date of such service, and if you fail to appear, answer or defend the Complaint for Declaratory Judgment within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint for Declaratory Judgment.

BROWN & BREHMER

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December 17, 2020

ELECTRONICALLY FILED - 2020 Dec 30 2:45 PM - ANDERSON - COMMON PLEAS - CASE#2020CP0402533

STATE OF SOUTH CAROLINA COUNTY OF ANDERSON DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	IN THE COURT OF COMMON PLEAS Case No. 2020-CP-04-_____ **COMPLAINT FOR DECLARATORY JUDGMENT (Non-Jury Trial Requested)**

The plaintiff brings this action pursuant to South Carolina Declaratory Judgment Act, S.C. Code Ann. § 15-53-10 *et seq.*, and will respectfully show unto the Court that:

PARTIES AND VENUE

1. Plaintiff Donegal Insurance is an insurance company duly authorized to do business and write insurance policies in the County of Anderson, State of South Carolina.

2. Upon information and belief, Defendant is a resident and citizen of the County of Abbeville, State of South Carolina.

3. This Court has jurisdiction and venue is proper because the most substantial matters of interest occurred within the County of Anderson, State of South Carolina.

FACTS

4. Defendant purchased an automobile insurance policy, bearing policy number PAZ7709961 ("Policy"), from Plaintiff, which provided underinsured motorist ("UIM") coverage.

5. Subsequent thereto, Defendant voluntarily dropped the UIM coverage by completing and signing Plaintiff's South Carolina Auto Supplement form wherein declining to purchase optional underinsured motorist coverage and writing "Please apply to all vehicles" on the form.

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6. The voluntary change to the Policy resulted in a decrease of $171.00 in premium which was reflected on the Policy's amended Personal Auto Declarations Page.

7. The effective date for the voluntary change to the Policy, which dropped UIM coverage, was August 5, 2017.

8. On November 1, 2017, Defendant was allegedly injured while operating his 2013 Nissan Altima on U.S. 76 in Anderson County when it collided with a vehicle operated by Deanna M. McEntire.

9. Defendant brought an action against Deanna M. McEntire bearing Civil Action No. 2019-CP-04-00871 ("Underlying Action") complaining of the alleged injuries resulting from the motor vehicle collision.

10. On July 16, 2020, Defendant filed a Memo of Agreement in the Underlying Action wherein providing Deanna M. McEntire would pay the sum of $75,000.00; Defendant would grant a Covenant Not to Execute in favor of Deanna M. McEntire; and the case will continue to allow Defendant to prosecute his case against his UIM carrier.

11. On July 20, 2020, the Director of the State of South Carolina Department of Insurance accepted service of the Summons and Complaint in the Underlying Action on behalf of Plaintiff.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

12. Plaintiff re-alleges and reiterates paragraphs 1 through 11 above as fully as if set forth verbatim herein.

13. A justiciable controversy exists between the parties hereto and the parties hereto have or claim to have an interest which would be affected by this declaratory judgment.

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14. The Policy does not provide UIM coverage to Defendant for any injuries alleged in the Underlying Action because Defendant voluntarily dropped his UIM coverage prior to the motor vehicle collision that is the basis of the Underlying Action.

15. To the extent Defendant contends Plaintiff failed to make a meaningful offer of UIM coverage pursuant to S.C. Code § 38-77-350, Plaintiff was under no obligation to make an offer of UIM coverage because Defendant had UIM coverage and later voluntarily changed the Policy by dropping the UIM coverage.

16. Further, Defendant cannot now seek a reformation of the Policy to include UIM coverage by challenging the sufficiency of the offer of UIM coverage.

WHEREFORE, Plaintiff prays that the Court hear the parties and construe the aforementioned insurance policy and determine the rights, status and legal relations of the parties to this action and declare that:

a. Plaintiff was under no obligation to make an offer of UIM coverage to Defendant,
b. the Policy does not provide underinsured motorist coverage for the aforementioned motor vehicle collision, and
c. Defendant cannot seek a reformation of the Policy to include UIM coverage by challenging the sufficiency of the offer of UIM coverage.

Plaintiff further prays that the Court grant such other and further relief as it deems just and proper.

BROWN & BREHMER

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December 17, 2020

STATE OF SOUTH CAROLINA COUNTY OF ANDERSON	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2020-CP-04-02533
DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	)	**SUMMONS AS TO COUNTERCLAIM (JURY TRIAL DEMANDED)**

TO: THE PLAINTIFF ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Counterclaim in this action of which a copy is herewith served upon you and to serve a copy of your Answer on the subscriber at his office, 100 East Pickens Street, P. O. Box 805, Abbeville, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Counterclaim within the time aforesaid, the Defendant will apply to the Court for relief demanded in the Counterclaim.

HITE & STONE

BY: ***s/ Thomas E. Hite, III*** **(SC Bar #: 73750)**
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Abbeville, South Carolina
February 15, 2021

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STATE OF SOUTH CAROLINA COUNTY OF ANDERSON	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2020-CP-04-02533
DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	)	**DEFENDANT CHARLES WADE'S ANSWER TO PLAINTIFF'S COMPLAINT AND COUNTERCLAIM** **(JURY TRIAL DEMANDED)**

The Defendant, Charles H. Wade (hereinafter referred to as Defendant), submits this Answer and Counterclaim to the Plaintiff's complaint to this Honorable Court and allege as follows:

FOR A FIRST DEFENSE

1. That each and every allegation not hereinafter admitted, modified, or explained is denied.

2. Defendant is without sufficient information at this time to admit or deny the allegations of Paragraph 1.

3. That the Defendant admits Paragraphs Two, Three, Four, Eight, Nine, Ten, and Eleven.

4. That the Defendant denies Paragraphs Five, Six, Seven, Twelve, Thirteen, Fourteen, Fifteen, and Sixteen and any other provision of the Plaintiff's complaint and demands strict proof thereof.

FOR A SECOND DEFENSE AND COUNTERCLAIM
(BREACH OF CONTRACT)

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5. That the allegations of the First Defense are incorporated herein by reference.

6. That the Defendant purchased a policy of automobile liability insurance together with underinsurance coverage in the amount of $25,000.00 per vehicle for two vehicles on the policy from the Plaintiff in Policy No: PAZ 7709961-01. This policy was in effect on November 1, 2017. That all premiums were timely paid and said policy was in full force and effect on November 1, 2017 when Defendant Wade sustained serious injuries in an automobile wreck with an underinsured driver.

7. That the sole reason the policy was purchased from Plaintiff was to provide automobile insurance coverage to Charles and Shonda Wade (Defendant's wife) and to protect them from uninsured and underinsured drivers.

8. That Defendant Wade was seriously injured on November 1, 2017 by an underinsured driver and properly served Plaintiff as underinsurance carrier on July 20, 2020. That the Defendant is informed and believe that the law is clear that underinsurance coverage in South Carolina must be declined or eliminated after clear informed meaningful offer.

9. That in spite of the law to that effect regarding mandatory informed meaningful offer of underinsurance coverage, together with the Defendant having lawfully made a claim on his underinsurance policy, Plaintiff has failed and refused to commit unequivocally to provide underinsurance coverage to said claim and has breached the parties' contract and failed and refused to tender underinsurance benefits.

10. That the Defendant is informed and believe that he is entitled to judgment against the Plaintiff for breach of contract.

FOR A THIRD DEFENSE AND COUNTERCLAIM
(REFORMATION OF CONTRACT BASED ON MUTUAL MISTAKE)

11. That the allegations of the First Defense and Second Defense and Counterclaim are incorporated herein by reference.

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12. That when Defendant purchased his automobile liability insurance including underinsurance and uninsurance coverage for his family vehicles, he was assured by the Plaintiff's agent that they would be covered. That Defendant relied on the assurance from the Plaintiff's agent that their underinsurance coverage would be on the policy and would always remain on the policy.

13. That the Plaintiff is now taking an inconsistent position with the representations made by their agent, acting within the scope of their employment, and the Defendant is informed and believes that the subject policy should be reformed by this Court to provide underinsurance coverage to correct the parties' mutual mistake.

14. That the Defendant is informed and believes that he is entitled to judgment of the Court reforming the parties' contract to provide underinsurance coverage to the Defendant.

FOR A FOURTH DEFENSE AND COUNTERCLAIM
(REFORMATION BASED UPON INSURED'S REASONABLE EXPECTATIONS AND FAILURE TO MAKE A MEANINGFUL OFFER)

15. That the allegations of the First Defense, and Second and Third Defenses and Counterclaims are incorporated herein by reference.

16. That the Plaintiffs are responsible for making a meaningful offer in accordance with South Carolina law. Plaintiffs are required to comply with S.C. Code § 38-77-350 in making a meaningful offer of underinsurance coverage and to show the premiums associated with different policy coverages.

17. That the Defendant is informed and believe that because the Plaintiff failed to make a meaningful offer and/or negligently amended, changed, or altered the policy of the Defendant, they are entitled to have this Court look to their reasonable expectations of coverage when the policy originated, and in doing so enter judgment directing the Plaintiff to provide underinsurance to the Defendant.

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FOR A FIFTH DEFENSE AND COUNTERCLAIM
(BAD FAITH)

18. That the allegations of the First Defense, and Second, Third, and Fourth Defenses and Counterclaims are incorporated herein by reference.

19. That the Defendant is informed and believes that the parties are mutually bound by the insurance contract, Policy No: PAZ7709961. That said policy was in full force and effect at the time the Defendant became injured by an underinsured driver.

20. That the Defendant has fully cooperated with the Plaintiff and have done what was required of them by the subject policy, but the Plaintiff has failed and refused to unequivocally apply underinsured benefits to the Defendant's claim. That the Defendant is informed and believes that the Plaintiff's unreasonable delay and filing of a frivolous declaratory judgment lawsuit is a breach of the implied covenant of good faith and fair dealing arising out of the parties' contract.

21. That due to the Plaintiff's unreasonable delay in payment, the Defendant has suffered mental and emotional distress, and has incurred attorney's fees and costs and expenses in defending this action.

22. That the Defendant is informed and believes that he is entitled to judgment against the Plaintiff for actual damages as set forth above and for punitive damages in an appropriate amount for bad faith refusal to timely pay the Defendant's underinsurance claim.

FOR A SIXTH DEFENSE AND COUNTERCLAIM
(BAD FAITH-ATTORNEY'S FEES)

23. That the allegations of the First Defense, and the Second, Third, Fourth, and Fifth Defenses and Counterclaims are incorporated herein by reference.

24. That the Defendant is informed and believes that pursuant to S.C. Code Ann. Section 38-59-40, they are entitled to judgment against the Plaintiff for reasonable attorney's

fees for failing to pay Defendant's underinsurance claim without reasonable cause or in bad faith.

WHEREFORE, the Defendant prays for judgment against the Plaintiff:

1. For actual damages for breach of contract;

2. For reformation of the parties' insurance contract based upon mutual mistake;

3. For reformation of the parties' insurance contract based upon Defendant's reasonable expectations and failure to make a meaningful offer;

4. For actual damages for mental and emotional distress, for costs and expenses in this action, and for punitive damages in an appropriate amount for bad faith refusal to timely pay Defendant's underinsurance claim;

5. For attorney's fees, pursuant to South Carolina law;

6. For such other and further relief as the Court deems just and proper.

HITE & STONE

BY: ***s/ Thomas E. Hite, III*** **(SC Bar #: 73750)**
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Abbeville, South Carolina
February 15, 2021

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ELECTRONICALLY FILED - 2022 Mar 11 1:02 PM - ANDERSON - COMMON PLEAS - CASE#2020CP040253

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	Case No. 2020-CP-04-02533
DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	**MOTION FOR SUMMARY JUDGMENT**

TO: THOMAS E. HITE, III, ESQUIRE, ATTORNEY FOR THE DEFENDANT CHARLES H. WADE

PLEASE TAKE NOTICE THAT, the undersigned attorney for Plaintiff Donegal Insurance will move before the presiding judge of the Anderson County Court of Common Pleas on the tenth (10^{th}) day after service thereof, or as soon thereafter as counsel may be heard, for an Order granting summary judgment, in accordance with Rule 56 of the South Carolina Rules of Civil Procedure.

This motion is based on the grounds that there is no genuine issue of material fact that Plaintiff was not required to obtain a rejection of underinsured motorist ("UIM") coverage in compliance with S.C. Code S.C. Code § 38-77-350. Pursuant to *UNITED SERVICES AUTO. v. Litchfield*, 356 S.C. 582, 590 S.E.2d 47 (S.C. App. 2003), Plaintiff was under no obligation to make another offer of UIM coverage because Defendant once had UIM coverage and later changed the policy by dropping the UIM coverage from his policy. As a result, the subject policy does not provide UIM coverage, and Plaintiff's motion for summary judgment should be granted.

This motion may be supported by a memorandum of law with exhibits thereto which may include deposition transcripts, affidavits, and other evidentiary material which discovery has revealed

or will reveal in this matter. This motion may be further supplemented by the arguments of counsel at the hearing.

Respectfully submitted,

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March 11, 2022

ELECTRONICALLY FILED - 2022 Mar 11 1:02 PM - ANDERSON - COMMON PLEAS - CASE#2020CP0402533

ELECTRONICALLY FILED - 2022 Apr 15 10:08 PM - ANDERSON - COMMON PLEAS - CASE#2020CP0402533

STATE OF SOUTH CAROLINA COUNTY OF ANDERSON DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	IN THE COURT OF COMMON PLEAS Case No. 2020-CP-04-02533 **MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

CONTROLLING LAW

> We do not view this as an "offer of UIM coverage" case. We are beyond the point of having to decide whether [Insurer] made a valid offer of UIM coverage to [Insured]. This is because [Insured] did in fact enjoy such coverage and in an amount up to the limits of her liability coverage; however, she later, on her own initiative, voluntarily decided to drop it. **Because [Insured] once had UIM coverage and later changed the policy by dropping the UIM coverage from her policy, [Insurer] was under no obligation to make another offer of UIM coverage**.

UNITED SERVICES AUTO. v. Litchfield, 356 S.C. 582, 590 S.E.2d 47 (S.C. App. 2003) (emphasis added).

STATEMENT OF THE CASE

It is undisputed that the insured, Defendant Charles H. Wade ("Wade"), enjoyed underinsured motorist coverage ("UIM") and in an amount up to the limits of his liability coverage; however, he later, on his own initiative, voluntarily decided to drop the UIM coverage. Therefore, Wade's counterclaims must be dismissed and/or summary judgment entered, according to the black-letter law of South Carolina. *See UNITED SERVICES AUTO., supra.* Plaintiff Donegal Insurance ("Donegal")

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respectfully submits this Memorandum of Law in support of its Motion for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure filed on March 11, 2022.

FACTS AND PROCEDURAL HISTORY

This case stems from the amendment of a recently renewed insurance policy bearing policy number PAZ7709961 ("Policy") effective August 5, 2017. The undisputed facts are Wade was insured under the Policy which included UIM coverage for more than a year prior. (Deposition of the Charles H. Wade, 10/6/2021, p. 20) (Excerpts from Charles H Wade Deposition attached as Exhibit 1). Donegal renewed the Policy effective August 5, 2017 and included UIM coverage equal to the liability limits. Wade and his wife, Shonda Wade, contacted their insurance agent at Countybanc, Michelle Rogers. *Id*. at p. 15. Ms. Rogers e-mailed Wade regarding dropping UIM coverage from the Policy. *Id*. Wade responded to Ms. Rogers in an e-mail that he wanted to completely reject UIM coverage. *Id*. Wade then indicated he did not wish to purchase optional UIM on the optional offer of UIM form, signed the same, and returned it to Ms. Rogers. *Id*. at 20. Donegal then issued an amended Policy wherein reflecting the change in UIM coverage and reduced premium effective August 5, 2017. *Id*. at 20-21.

On November 1, 2017, Wade was involved in a motor vehicle accident with Deanna M. McEntire. *Id*. at 26. On January 23, 2019, Wade filed a motor vehicle accident case bearing Civil Action Number 2019-CP-04-00871 against Ms. McEntire. Wade settled within Ms. McEntire's liability limits in exchange for his execution of a covenant not to execute. Wade avers Ms. McEntire was underinsured, and as a result, he served Donegal, as the purported UIM carrier, with the Summons and Complaint in that action.

On December 30, 2020, Donegal commenced the within action seeking a declaratory judgment holding that it was under no obligation to make an offer of UIM coverage to Wade; the

Policy does not provide underinsured motorist coverage for the injuries complained of in his Complaint; and Wade cannot seek a reformation of the Policy to include UIM coverage by challenging the sufficiency of the offer of UIM coverage. Wade filed an Answer wherein asserting counterclaims against Donegal for: Breach of Contract; Reformation of Contract Based on Mutual Mistake; Reformation Based on Insured's Reasonable Expectations and Failure to Make a Meaningful Offer; Bad Faith; and Bad Faith – Attorneys' Fees. Donegal filed a Reply to Counterclaim denying the allegations.

STANDARD FOR SUMMARY JUDGMENT MOTION

A trial court may properly grant summary judgment when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder. *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003). "In determining whether summary judgment is appropriate, the evidence and its reasonable inferences must be viewed in the light most favorable to the non-moving party." Id. "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." *Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). The burden is on the moving party to clearly establish an absence of a genuine issue of material fact. *Gauld v. O'Shaugnessy Realty Co.*, 380 S.C. 548, 671 S.E.2d 79 (Ct. App. 2008). Once the moving party meets the initial burden of showing an absence of evidentiary support for the non-moving party's case, the non-moving party is required to submit a mere scintilla of evidence in order to withstand a Motion for Summary Judgment. *Hancock v. Mid S. Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). In meeting its burden, the non-

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moving party cannot simply rest on mere allegations or denials contained in the pleadings. *Moore v. Weinberg*, 373 S.C. 209, 644 S.E.2d 740 (Ct. App. 2007). It is also not sufficient that a party create an inference which is not reasonable or an issue of fact that is not genuine. *Main v. Corley*, 281 S.C. 525, 316 S.E.2d 406 (1984). A trial court should grant summary judgment against a party who has failed to make a showing sufficient to establish the existence of an essential element of that party's case. *Harris v. Rose's Stores, Inc.*, 315 S.C. 344, 433 S.E.2d 905 (Ct. App. 1993). "A complete failure of proof concerning an essential element of the non-moving party's case necessarily renders all other facts immaterial." *Gauld v. O'Shaugnessy Realty Co.*, 380 S.C. 548, 559, 671 S.E.2d 79, 85 (Ct. App. 2008).

ARGUMENT

I. THE INSTANT CASE IS IDENTICAL TO *UNITED SERVICES AUTO.*

The *UNITED SERVICES AUTO* facts are straightforward. The insured, Lesli Litchfield, received an automobile insurance policy from UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA") that included an offer of UIM which she failed to sign and return to USAA. *UNITED SERVICES AUTO.*, 356 S.C. at 583, 590 S.E.2d at 47. USAA then issued her a policy which included UIM coverage in the amount of her liability coverage because she failed to reject UIM coverage. *Id.* After six months, she called USAA to drop her UIM coverage, and USAA sent her a form with a handwritten note "Rejection of UIM per phone conversation". *Id.* Ms. Litchfield returned the signed form to USAA, and an amended declaration was issued reflecting the deletion of the UIM coverage and the prorated, decreased premium for the remainder of the policy period. *Id.*

Subsequently, Ms. Litchfield's husband made a claim for UIM benefits under her USAA policy after sustaining injuries in a motor vehicle accident. *Id.* USAA filed a declaratory judgment

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action on the basis that Ms. Litchfield cancelled her UIM coverage, and the Litchfields counterclaimed seeking to reform the policy. *Id.* The trial court granted USAA's Motion for Summary Judgment finding Ms. Litchfield's voluntary election to drop UIM coverage was the sole reason the policy did not contain UIM coverage at the time of her husband's accident. *Id* at 584. The Litchfields appealed on the basis that USAA failed to make a valid offer of optional UIM coverage when she purchased her coverage.

The trial court's decision was affirmed in a succinct and pointed ruling by The Court of Appeals which held:

> We do not view this as an "offer of UIM coverage" case. We are beyond the point of having to decide whether USAA made a valid offer of UIM coverage to Litchfield. This is because Litchfield did in fact enjoy such coverage and in an amount up to the limits of her liability coverage; however, she later, on her own initiative, voluntarily decided to drop it. Because Litchfield once had UIM coverage and later changed the policy by dropping the UIM coverage from her policy, USAA was under no obligation to make another offer of UIM coverage.

Id.

In the instant case, Wade had UIM coverage in an amount equal to the Policy's liability limits, and that UIM coverage renewed when the Policy renewed on August 5, 2017. (Policy Declaration attached as Exhibit 3). Three days later, on August 8, 2017, Wade's wife, Shonda Wade, contacted their insurance agent, Michelle Rogers, to "inquire about UIM insurance." (Deposition of the Shonda Wade, 10/6/2021, p. 15) (Excerpts from Shonda Wade Deposition attached as Exhibit 2). Ms. Rogers then e-mailed Wade as follows:

> Per my conversation with Shonda this morning - she advised you guys wish to reject the UIM completely for bodily injury and property damage. If so you will need to let me know that you wish to completely reject the UIM BI/PD ... otherwise there will be UIM BI/PD coverage of 25/50/25 on your autos.

(E-mails attached as Exhibit 4). Wade replied, "I want to completely reject the UIM BI/PD" in an e-mail to Ms. Rogers later that day. *Id.* Additionally, the South Carolina Auto Supplement to the

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Policy ("Supplement") was provided to Wade, which included the offer of additional UIM. (Charles Wade, Dep. p. 20). The Supplement provides a box which provides "Do you wish to purchase optional underinsured motorist coverage" which was checked "NO" and below were additional instructions, "If your answer is 'No', you must sign here" which was signed Wade. *Id.* (The Supplement is Attached as Exhibit 5). In his deposition, Wade admitted that he signed the Supplement and returned it to his insurance agent. *Id.*

As requested by Wade, Donegal issued an amended policy effective August 5, 2017 wherein providing "This change resulted in a decrease of **$171.00** in premium . . . Amendment Reasons(s) . . . Decrease Underinsured Motorist Coverage Rejected." (Policy Amended Declaration attached as Exhibit 6). In his deposition, Wade admitted that he was aware that the rejection of UIM coverage decreased his premium by $171.00. (Charles Wade, Dep. p. 21).

It is clear the instant case and *UNITED SERVICES AUTO* have fact patterns that are indistinguishable; therefore, the caselaw is controlling and summary judgment in favor of Donegal is proper. In both cases, the insureds had UIM coverage equal to the limits of their liability coverage before contacting their respective insurers to request the UIM coverage be dropped, both returned a signed offer of UIM form rejecting UIM coverage, and both received a reduction of their premium. And just like Ms. Litchfield, Wade does not dispute that he requested that the UIM coverage be dropped and admitted in his deposition that "I told her to take the UMI off, UIM." (Charles Wade, Dep. P. 26). Wade merely contends he did not understand the effect of rejecting UIM; however, he admitted he chose to sign the Supplement without reading it despite having the opportunity to do so. *Id.* at 20.

Regardless of Wade's understanding, the sufficiency of the Supplement and any alleged noncompliance with S.C. Code § 38-77-350 is inconsequential. The undisputed facts

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unequivocally indicate this is not an offer of UIM coverage case because Wade had UIM coverage and later changed the policy by dropping the UIM coverage from his policy. Consequently, Donegal was under no obligation to make offer of UIM coverage, and this Court should grant summary judgment in Donegal's favor.

II. WADE'S COUNTERCLAIMS FAIL BECAUSE DONEGAL WAS NOT REQUIRED TO MAKE AN OFFER OF UIM COVERAGE.

In his Answer, Wade pleaded five counterclaims that are all predicated on his belief that this Court should reform the policy because the Supplement failed to "comply with S.C. Code § 38-77-350 in making a meaningful offer of underinsurance coverage and to show the premiums associated with different policy coverages" and "[Wade] relied on the assurance from the [Donegal's] agent that [his] underinsurance coverage would be on the policy and would always remain on the policy." (Def.'s Ans.). In effect, Wade sets forth two reasons the Court should reform the Policy. First, he makes a statutory argument that Donegal failed to strictly comply with S.C. Code § 38-77-350 without any suggestion the result would have been different had Donegal strictly complied. Wade admitted he chose not to read the Supplement, and there has been no testimony from Wade that he would have purchased UIM coverage if the available coverages and corresponding premiums were provided. (Charles Wade, Dep. p. 20). Second, Wade attempt to make an argument in equity based on the notion that he relied solely on unsubstantiated representations from his insurance agent that he was covered because he did not understand UIM coverage and was therefore unable to make an informed decision.

As to Wade's statutory basis for reforming the Policy, S.C. Code § 38-77-350 only applies to "new applicants" and subsection (C) provides "[a]n automobile insurer is not required to make a new offer of coverage on any automobile insurance policy which **renews**, extends, **changes**, supersedes, or replaces an existing policy." S.C. Code Ann. § 38-77-350(C) (emphasis added).

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There is irrefutable evidence that the within action arises out of renewal and then change to the Policy effective August 5, 2017 and thus, excluded pursuant to S.C. Code Ann. § 38-77-350(C).

Although not specified, Wade presumably contends "new applicant" means "those who ... never had an opportunity to reject UIM coverage." *See McDonald v. S.C. Farm Bureau Ins. Co.*, 336 S.C. 120, 124, 518 S.E.2d 624, 626 (Ct.App.1999). In *McDonald*, the Court of Appeals determined there was "no inconsistency in the "new applicant" in Section 38-77-350(A) and "insured" in Section 38-77-160." *Id.* For context, McDonald involved a mother's sale of her vehicle that was insured by Farm Bureau to her son who had never been a named insured on the policy. *Id.* Although the mother had rejected UIM, Farm Bureau added the son as a named insured without making a meaningful offer of UIM to him. *Id.* There is nothing in the present case that would indicate Wade was a new applicant. The evidence plainly indicates Wade was a named insured throughout the entire Policy, and he previously obtained UIM coverage under the Policy. Moreover, the evidence clearly indicates he was the head of the household, and Ms. Wade even testified in her deposition that he was authorized to make insurance decisions for the household. (Shonda Wade, Dep. p. 19). Furthermore, the fact that Wade obtained UIM coverage bars him from contesting whether prior offers of UIM complied with S.C. Code Ann. § 38-77-350. *See UNITED SERVICES AUTO.*, 356 S.C. at 584, 590 S.E.2d at 47.

In *UNITED SERVICES AUTO*, the Court of Appeals contemplated the issue of whether an insured should be able to contest an insurer's compliance with S.C. Code § 38-77-350 after the insured obtained UIM coverage. The Court of Appeals held:

> Indeed, if [the insured] were allowed to prevail in this instance, then anyone whose policy currently includes UIM coverage in an amount less than his or her liability coverage would be able to question later the sufficiency of the offer of UIM coverage and seek to have the policy reformed in an attempt to increase the limits thereof. **The opportunity for fraud would be enormous**.

UNITED SERVICES AUTO., 356 S.C. at 584, 590 S.E.2d at 47. The effect of the Court of Appeals' decision is that that once UIM coverage is obtained, the ability to contest the sufficiency of an offer of UIM is foreclosed. It is undisputed that Wade obtained UIM coverage, and consequently, Wade cannot now seek to have the Court review the previous offers of UIM coverage for compliance with S.C. Code § 38-77-350 as a basis to reform the Policy.

As to Wade's reliance on equity, South Carolina courts have reformed many insurance contracts on the basis of equitable principals, including mutual mistake, which Wade pleaded in his Answer. However, reforming a policy on the grounds of a mutual mistake under these circumstances poses a clear moral hazard because it would present the same opportunity for fraud contemplated by the Court of Appeals in *UNITED SERVICES AUTO.* Allowing Wade to pursue reformation of the Policy through his mutual mistake counterclaim would be contrary to Court of Appeal's ruling that an insured cannot seek to reform an insurance policy to include UIM if the insured obtained UIM coverage. Accordingly, summary judgment should be entered in Donegal's favor.

Notwithstanding *UNITED SERVICES AUTO*'s evident applicability, Wade has presented no evidence of a mutual mistake other than his unspecific, unsubstantiated testimony that the way the way the Policy was written was not the way his insurance agent, Ms. Rogers, explained it to him. (Charles Wade Dep. p. 20). "[W]here the party applying for insurance states the facts to the agent and relies on him to write the policy, ... and **the agent so understands**, but fails by mistake to so write the contract, the mistake is considered mutual . . . a mistake is mutual where the clear and convincing evidence shows that **both parties intended** a certain thing and by mistake in the drafting did not obtain what was intended. . . ." *George v. Empire Fire & Marine Ins. Co.*, 344 S.C. 582, 545 S.E.2d 500 (S.C. 2001) (emphasis added). Wade's testimony is not supported by any e-mails or other documents presented as evidence in this case, and there is no evidence that Ms. Rogers understood

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Wade allegedly wanted UIM coverage. And there is certainly no evidence Donegal intended to provide UIM coverage. "A trial court should grant summary judgment against a party who has failed to make a showing sufficient to establish the existence of an essential element of that party's case." *Harris,* 315 S.C. at 344, 433 S.E.2d at 905. "A complete failure of proof concerning an essential element of the non-moving party's case necessarily renders all other facts immaterial." *Gauld*, 380 S.C. at 559, 671 S.E.2d at 85. To withstand summary judgment, Wade must establish that Donegal intended to extend UIM coverage to him, which he has failed to do. "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." *Ellis*, 358 S.C. at 518, 595 S.E.2d at 822. The indisputable facts in this case clearly show Donegal canceled Wade's UIM coverage and lowered his premium solely because it received the Supplement rejecting UIM coverage signed by Wade. Consequently, summary judgment should be entered in favor of Donegal.

CONCLUSION

The instant case is on "all fours" with *UNITED SERVICES AUTO*, and therefore, the law compels that summary judgment be entered in favor of Plaintiff.

Respectfully submitted,

BROWN & BREHMER

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April 15, 2022

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF ANDERSON) CASE NUMBER: 2019-CP-04-00871

Charles H. Wade,
PLAINTIFF,
vs.
Deanna M. McEntire,
DEFENDANT.

DEPOSITION
of
CHARLES WADE, JR.

DATE: Wednesday, October 6, 2021

TIME: 10:07 a.m.

LOCATION: Via Remote Videoconference - All Parties

REPORTED BY:
Cara-Leigh V. Richardson

APPEARANCES

FOR THE PLAINTIFF: Thomas Hite, III, Esquire
HITE and STONE
Abbeville, SC

FOR THE DEFENDANT: Karl Brehmer, Esquire
BROWN & BREHMER
Columbia, SC

ALSO PRESENT: Shonda Wade

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EXHIBITS

DEFENDANT'S EXHIBITS:
1. Chain of Emails 15
2. S.C. Auto Supplement Form 18
3. Additional Emails 24

STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections, except as to the form of the question, are reserved until the time of trial.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

- - - -

The reading and signing of this deposition is WAIVED by the deponent and counsel for the respective parties.

- - - -

Whereupon,

CHARLES WADE, JR., having been duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MR. BREHMER:

Q: Mr. Wade, what's your address?

A: [redacted]

Q: And how long have you lived there?

A: Since, approximately 10 years.

Q: Okay. Were you sitting in on your wife Shonda's deposition?

A: Yes, sir.

Q: Did you hear all my questions in her deposition?

A: Yes, sir.

Q: Okay. Did she say anything in her deposition that you don't agree with?

A: No, sir, not that I can recall. I wasn't here the whole deposition.

Q: Okay, all right. What's your date of birth, Mr. Wade?

A: [redacted]

Q: [redacted]

A: Yes.

Q: Okay. Are you employed?

A: No, sir.

Q: How long have you been unemployed?

A: Since the accident, 2017.

Q: Why are you unemployed?

A: Because my back hurt, my neck hurt, headaches.

Q: Okay. What's your social, Mr. Wade?

A: [redacted]

A: Correct.

Q: All right. Do you have any relatives in Anderson County, Mr. Wade?

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know what prompted Shonda to, you know, call and talk to her.

Q: When you say they were the same things, are you referring to the reference of uninsured motorist coverage on your policy and the reference to underinsured motorist coverage?

A: Yes, I am.

Q: Okay. Was it your perception that those two were one and the same?

A: Yes, that was my understanding. That's why I told her we didn't want to pay double for the same thing.

Q: Did you inquire to Ms. Rogers or anyone with County Bank Insurance Services as to whether uninsured motorist coverage and underinsured motorist coverage were the same?

A: Yeah, but really I never got a true understanding of what it was, and when she said that, you know, I just told her, "Well, we don't want to pay double. Can you take the UMI off?" Because both of them was the same lettering and that's what was throwing me off, and so I just told her, yeah, we wanted to completely reject the UMI, but I wasn't under the -- like I said, I wasn't under the full understanding of what the difference was. We'd

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been paying on the same thing for, you know, since we've been together and we pay on it now.

Q: Okay. Now, subsequent to your conversation with Ms. Rogers, your email exchange with Ms. Rogers on August 8th of 2017, did she email to you a South Carolina Auto Supplement Form consisting of five pages?

DEFENDANT'S EXHIBIT NUMBER 2
IDENTIFIED FOR THE RECORD

A: Yes. Somebody sent me something on my email, that I needed to sign.

Q: Okay. And did you sign that?

A: Yes, I did.

Q: And did you send it back?

A: Yes, I did.

Q: And did you sign it as Charles and Shonda Wade?

A: Yes, I did.

Q: Okay. And did you date it?

A: I believe so. I don't have it right in front of me, but I believe I did.

Q: Okay. Now subsequent to signing that South Carolina Auto Supplement, did you receive a personal auto declarations page showing the effective dates of your coverage and the coverages that you had?

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A: I don't recall at this time.

Q: Mr. Wade, can I beg your indulgence for about two minutes to allow me to go plug in my laptop? Because a little icon came up and said my battery is almost out, so I have to plug it into the electrical socket.

A: Sure, no problem.

Q: It'll take less than a minute to get that done.

A: Okay.

Q: I'll be right back with you.

A: All right.

****OFF THE RECORD****

(ON THE RECORD.)

MR. BREHMER CONTINUES:

Q: On Exhibit Number 2 to your deposition on Page 5, which is the last page, ---

A: Okay.

Q: --- is that your signature, where you signed Charles and Shonda Wade?

A: Yes, it is.

Q: Okay. And you dated it down there and it's blurred?

A: No, I've never looked at that. I'm not sure.

Q: Okay. All right. Did you email Exhibit 2 back to Ms. Rogers?

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A: Yes.

Q: Okay. Did you read Exhibit 2?

A: No, I didn't.

Q: Okay. You did not?

A: No, I did not.

Q: Why not?

A: Because of what we spoke about on the phone, what she was explaining to me -- the way she explained it to me wasn't like this.

Q: Okay. Did you have the ability to read Exhibit Number 2?

A: Yes, I did.

Q: Okay. And you chose not to?

A: Yes, I did.

Q: And you signed it regardless?

A: Yes, I did.

Q: And you returned it?

A: Yes, I did.

Q: Okay. All right. Did you subsequently receive a personal auto declaration page with the effective date of change of your policy of August 5th, 2017?

A: I don't recall. I'd have to look back and see.

Q: Okay. Were you made aware that the change that you made decreased your premium obligation to Donegal Insurance by $171?

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A: Say that again. Did I?
Q: Were you aware that your change in your policy terms decreased your premium by $171?
A: Yes. Yes, yes. We understood.
Q: And was the purpose of making the change to diminish the amount of payment made to Donegal?
A: No. The purpose was to not pay double for the same thing.
Q: Okay, which would in effect diminish the amount of premium?
A: That's what you testifying to?
Q: No, that's what ---
A: No. No, no, no, sir. Yes, okay, if that's what the effect was, yes, it was.
Q: Okay. Now, do you agree that prior to August 5th, 2017, that you had underinsured motors coverage on your Donegal policy?
A: Yes.
Q: And prior to that time that you had -- do you know how long you had had underinsured motors coverage?
A: No. As far as I know, we had it from the beginning of the policy, but I know we had to have full coverage.
Q: When did the policy begin?
A: I'm not sure.

Q: Approximately? Had it been multiple years?
A: Yeah, we had been with -- whoever we was with through County Bank, we had been with them and I think somehow with the policy change or, you know, the policy renewal was coming up, that's how we got into looking at the policy in the first place, yeah.
Q: Okay. Now your wife told me that you all had been dealing with County Bank ever since you all had bought your house in 2011, is that correct?
A: Yes, approximately. Yeah.
Q: Had you had your automobile insurance with them since 2011?
A: I'm not sure.
Q: Do you know how long you had your automobile insurance with County Bank prior to 2017?
A: No. No, I'm not sure.
Q: Okay, but you do know that prior to August 2017, you had underinsured coverage?
A: Yes. We carried full coverage on the cars.
Q: And in August of 2017, you deleted the underinsured coverage?
A: Yeah, I inquired -- yeah, I didn't, I didn't know it was the uninsured, or underinsured, or whatever, but yes, that's what I -- UMI is what I asked her

to, you know, reject if we were paying double for it.
Q: In Exhibit Number 1, is the word overpayment or double payment mentioned?
A: Excuse me?
Q: In Exhibit Number 1, which is that chain of emails, has overpayment or double payment been submitted; is it, is it mentioned?
A: On, you said, Number 1?
Q: Exhibit number 1, yes.
A: No, no type of payment is mentioned except for the coverage of 25/50/25 on mine.
Q: Okay. But you don't say anything about your paying double in your Exhibit Number 1 or in your emails, which are Exhibit 1?
A: No; in these emails, I don't.
Q: Okay. Do you have any emails saying that you think that you're paying double?
A: No. I don't have no emails about paying double.
Q: Okay. Do you have any other email exchanges between you and any representative of County Bank Insurance Services?
MR. HITE: KARL?
MR. BREHMER: YES?
MR. HITE: THIS IS TOM. I JUST FOUND A COUPLE

MORE AND IF YOU WANT TO TAKE A FIVE-MINUTE BREAK, I'M GOING TO PRINT THEM AND SEND THEM TO YOU.
MR. BREHMER: OKAY, ALL RIGHT.
MR. HITE: I JUST, I JUST SAW THEM. I JUST GOT THEM AND I'LL SEND THEM TO YOU RIGHT NOW; JUST HANG OUT FOR A MINUTE.
****OFF THE RECORD****
(ON THE RECORD.)
MR. BREHMER CONTINUES:
Q: Mr. Wade, I want you to look Exhibit Number 3 to your deposition, which is just an addition to Exhibit Number 1. The top portion of their email chain directed you to take the form, which I believe is Exhibit Number 2 by the County Bank Insurance offices on Friday or the next week. Did you do that?
DEFENDANT'S EXHIBIT NUMBER 3
IDENTIFIED FOR THE RECORD
A: No, sir.
Q: Okay. Well, how did you get it back to them?
A: I sent them over the email.
Q: Okay, so you did not hand-deliver it?
A: No.
Q: Okay. Did you ask for any additional explanation

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as to what you were signing?
A: No, sir.
Q: Okay. All right. Now, do you still have your automobile insurance through County Bank Insurance Services?
A: No.
Q: When did you change?
A: It wasn't too long after that accident. I think the insurance company left the state or something.
Q: Yeah.
A: Yeah, something happened, and I remember that the insurance left the state or something they said.
Q: All right. And who did you go with for your automobile insurance once they left the state?
A: Progressive.
Q: Are you still with Progressive?
A: Yes.
Q: Do you have underinsured coverage with Progressive?
A: Yes.
Q: Sir?
A: Yes, we carried it before and after this situation right here.
Q: Okay. All right. And you agree that you had underinsured motors coverage on your policy prior to August of 2017, correct?

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A: Yes.
Q: And on August the 7th of 2017, you told Michelle Rogers to take the underinsured coverage off of your policy, did you not?
A: I told her to take the UMI off, UIM.
Q: Yeah, off?
A: Yeah.
Q: Okay. And then you had the accident in November of 2017, correct?
A: Yes.
Q: And you agree that there was no UIM on your vehicle at the time of the accident in 2017?
MR. HITE: OBJECT TO THE FORM OF THE QUESTION, YOU CAN ANSWER.
A: I didn't know what we had on it at that time.
Q: Well, you knew that you had told Michelle Rogers to take the UIM off in August of 2017, correct?
A: Yes.
Q: Okay. And you didn't make any changes between August 2017 and November 1 of 2017, did you?
A: No, sir.
Q: Okay. So, as far as you knew at the time of this accident, you did not have UIM coverage on your vehicle at the time of the accident?
A: Like I said, I didn't know that at the time, no.

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Q: Okay.
MR. BREHMER: ALL RIGHT. THANK YOU, MR. WADE. THAT'S ALL THE QUESTIONS I GOT.
MR. HITE: KARL? I JUST FOUND ONE MORE EMAIL. I'M REALLY SORRY, BUT BEFORE YOU GIVE UP THE WITNESS, LET ME SEND IT TO YOU.
MR. BREHMER: OKAY.
MR. HITE: BUT IT WAS THE LAST EMAIL IN THE CHAIN AND I DIDN'T PRINT IT WITH THE OTHER ONE, SO, SORRY. I WANT TO INCLUDE THIS ONE IN NUMBER 3 AND, AND THIS IS THE LAST EMAIL IN THE CHAIN WITH MICHELLE AND CHARLES.
MR. BREHMER: IS THAT PART OF EXHIBIT NUMBER 3, TOMBO?
MR. HITE: YES, SIR. I WAS JUST GOING TO INCLUDE IT AS PART OF EXHIBIT 3.
MR. BREHMER CONTINUES:
Q: Okay. Mr. Wade, on Exhibit Number 3, there's an email dated August the 8th, 2017 at 2:43 p.m. from Michelle Rogers to yourself that says, "We will need another signed form that is dated if we need to go back or go further back than August 5th, 2017, and re-emailed to us. Thank you." What's

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that all about?
A: I have no idea.
Q: Okay. Did you have any such conversations with Michelle Rogers about deleting the UIM further back than August 5th, 2017?
A: No.
Q: Okay.
MR. BREHMER: ALL RIGHT. THAT'S ALL THE QUESTIONS I GOT. THANK YOU.
MR. HITE: OKAY. CHARLES, I'VE GOT A COUPLE OF QUICK QUESTIONS.

EXAMINATION

BY MR. HITE:
Q: In Exhibit 2, on the form that you received from the County Bank Insurance Services, were the amounts for premiums for additional underinsured motorist coverage filled in?
A: No, it wasn't.
Q: Did they ever tell you what the amounts would be for underinsured or other options for underinsured motorist coverage?
A: No, the only thing I remember was like she said 25/50/25, or something, the base, something that she emailed.
Q: And that email that said 25/50/25 was the minimum

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or the base or something?
A: Yeah, it was something to that extent, that you know that, that would be the base of what we paid. Yeah, 25/50/25.
Q: Okay. Is that related to a premium or amount of coverage?
A: She was talking about -- I thought she was talking about the coverage of the, you know, of each vehicle. That's why I said to apply to all vehicles, because I was talking -- you know, I thought she was applying the UIM thing to all of them.
Q: But nobody from Donegal Insurance or County Bank Insurance Services ever gave you a sheet of paper or showed you or told you how much the premiums would be on UIM insurance for a variation or a different amounts?
A: No, just what I got on the email.
Q: And we've, albeit late, sent -- we just went through all those emails with Michelle Rogers. Were there any other emails with Michelle Rogers dealing with this situation like this?
A: Not that I'm aware of.
Q: Okay. And you communicated with Michelle?
A: Yes.

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Q: Over email?
A: Yes.
Q: Okay. Did you ever go in and sign -- when you signed this form back in, sometime in 2017 or emailed it sometime in August of 2017, did you ever do that in front of Michelle ---
A: No.
Q: --- at the bank ---
A: No.
Q: --- or wherever their office is?
A: No.
Q: It was all over the phone and then scanned in?
A: Right.
Q: Okay.
MR. HITE: NO FURTHER QUESTIONS, THANK YOU.
MR. BREHMER: THAT'S IT. THANK YOU, MR. WADE.
MR. HITE: THANKS, KARL.

FURTHER DEPONENT SAITH NOT.

(Whereupon, there being no further questions, this deposition concluded at 11:00 a.m.)

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STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF HORRY)

Be it known that Cara-Leigh V. Richardson took the foregoing proceeding and hereby attests:

That I was then and there a notary public in and for the State of South Carolina-at-large and that by virtue thereof I was duly authorized to administer an oath;

That the deponent/witness was first duly sworn to testify to the truth, the whole truth, and nothing but the truth, concerning the matter in the controversy aforesaid;

That the foregoing transcript represents a true, accurate, and complete transcription of the testimony so given at the time and place aforesaid to the best of my skill and ability;

That I am neither a relative nor an employee of any of the parties hereto, nor of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action;

IN WITNESS THEREOF, I HAVE HEREUNTO AFFIXED MY SIGNATURE AND TITLE.

Cara-Leigh V. Richardson

Date: October 26, 2021
Notary public for South Carolina
My commission expires July 10, 2025

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF ANDERSON) CASE NUMBER: 2019-CP-04-00871

Charles H. Wade,)
)
PLAINTIFF,) DEPOSITION
)
vs.) of
)
Deanna M. McEntire,) SHONDA WADE
)
DEFENDANT.)
)

DATE: Wednesday, October 6, 2021

TIME: 9:23 a.m.

LOCATION: Via Remote Videoconference - All Parties

REPORTED BY:
Cara-Leigh V. Richardson

APPEARANCES

FOR THE PLAINTIFF: Thomas Hite, III, Esquire
HITE and STONE
Abbeville, SC

FOR THE DEFENDANT: Karl Brehmer, Esquire
BROWN & BREHMER
Columbia, SC

ALSO PRESENT: Charles Wade, Jr.

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EXHIBITS

DEFENDANT'S EXHIBITS:
1. Chain of Emails 13

STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections, except as to the form of the question, are reserved until the time of trial.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

- - - -

The reading and signing of this deposition is WAIVED by the deponent and counsel for the respective parties.

- - - -

Whereupon,

SHONDA WADE, having been duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MR. BREHMER:

Q: Mrs. Wade, my name's Karl Brehmer. I'm a lawyer and I'm representing Donegal Insurance Company. Are you having trouble hearing me?

MR. HITE: I'M GOING TO TURN IT UP.

MR. BREHMER: OKAY.

Q: Can you hear me now?

A: Yes, I can.

Q: That sounds like one of the cell phone commercials, doesn't it?

A: Yes, sir.

Q: All right. Once again, my name's Karl Brehmer. I'm a lawyer and I'm representing Donegal Insurance Company in a lawsuit that Donegal Insurance Company has filed against your husband, Mr. Wade, regarding the claim of benefit under a policy of underinsured motorist coverage. I'm going to ask you a bunch of questions about that.

If you have any questions or if you don't understand the question, let me know and I'll try to rephrase the question. If you don't, don't hear me or for any reason, don't get what I'm asking, let me know, okay?

A: Okay.

Q: Good. What's your current address, Mrs. Wade?

A: [redacted]

Q: And how long have you lived at that address?

A: Let's see, since 2009, 12 years almost.

Q: Good. Who lives there with you?

A: My husband Charles Wade, Jr.

Q: Okay. How old are you Mrs. Wade?

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Q: Okay, everything. Mr. Hite has given me a chain of emails between what appears to be yourself and County Bank, and also Mr. Wade and County Bank. It's been marked as Exhibit Number 1 to your deposition and the court reporter is going to make this part of the record.

DEFENDANT'S EXHIBIT NUMBER 1
IDENTIFIED FOR THE RECORD

A: If those emails came from my husband's computer, does that still ---

Q: Well, I'm going to ask you about that.

A: Okay, because like I said, he handled all the details with the insurances, whatever we were doing.

Q: Well, specifically, on the first page of Exhibit Number 1, there is an email dated August or the chain looks like it's dated August the 8th of 2017, at 8:44, and it's to Mr. Wade. The body of the email says, "Per my conversation with Shonda this morning, she advised that you guys wish to reject the UIM completely for bodily injury and property damage. If so, you will need to let me know that you wish to completely reject the UIM BI/PD. Otherwise, there will be a UIM BI/PD coverage of 25/50/25 on your auto."

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Did you call Michelle Rogers on the morning of August 8th, 2017, and tell her that you no longer wanted underinsured motorist coverage on your policy?

A: I'm not sure if I did. I'm not sure if I did. I can't recall a hundred percent.

Q: So, just so that the record is clear, you can't say you did, and you can't say you didn't, is that correct?

A: Correct.

Q: Okay, you just don't know?

A: I don't remember.

Q: Okay. Have you ever seen Exhibit Number 1 prior to today?

A: No, sir.

Q: Okay.

A: Not to my knowledge, not to my knowledge.

Q: All right. And do you have any knowledge about the reply to the email that appears to have been dated the same day at 1:10 p.m., where Mr. Wade apparently responded, "I want to completely reject the UIM BI/PD"? Were you aware of that?

A: I can't recall that I was.

Q: Do you recall any conversations with any person that was employed by County Bank Insurance Services regarding the types and kinds of automobile insurance that you and Mr. Wade had?

A: Yes, sir. With Ms. Rogers, I did inquire about the UIM insurance because I was confused about some numbers that were on our insurance policy, and I wanted her to call me and explain those things to me. And she spoke with me and she spoke with my husband, but to recall everything that was said at that time, I don't remember what was said, but I do know that I asked about what was this UIM that was on our insurance.

Q: Okay. And was that conversation prior to August the 8th of 2017?

A: I do not know the exact date that she and I had that conversation.

Q: Okay. Okay, what didn't you understand about the UIM that was on your policy?

A: I asked her, were we paying double for the UIM, that I felt like when we looked at it, you know, it looked like we were just paying for double policies, you know, and I asked her to explain it because I didn't understand it.

Q: And did she explain it to you?

A: Not to where I understood it because I had to, you know, bring my husband in and ask him to kind of explain it to me and see if he understood it himself.

Q: Okay. Did you ever get an answer to your satisfaction?

A: No, sir.

Q: Okay. Did you have any more than one conversation with Ms. Rogers about the underinsured coverage?

A: I would think that we may have, because it would've took more than one conversation to try to explain it to me because I know I asked her several times. You know, I just kept telling her I didn't understand it, I didn't understand it.

Q: Okay. Okay. Do you ever recollect that the premium for the underinsured that you were purchasing was $171?

A: If I had my policy in front of me from that time, I could say, yea or nay, but no, I don't.

Q: Okay. Did you ever discuss with Ms. Rogers about discontinuing the underinsured coverage?

A: I wanted to understand what I was paying for before I made any decisions about that, so I wasn't going to cancel anything until I understood what I was already paying for, we was already paying for it. I wanted to know what it was I was paying for.

Q: Okay, do you know if the underinsured was ever

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canceled?
A: No, sir, I don't know.
Q: Pursuant to Exhibit Number 1, the very top email on Page 1, dated August the 8th, 2017, at 1:10 PM, where Mr. Wade allegedly typed, "I want to completely reject the UIM BI/PD," were you aware that that decision or that representation had been conveyed by Mr. Wade to Ms. Rogers at County Bank Insurance?
A: No, sir. This is my first time seeing this.
Q: Okay. All right. Did Mr. Wade ever tell you that he had discontinued the underinsurance coverage?
A: No, sir, he didn't.
Q: Did you ever sign a form discontinuing the underinsured coverage?
A: Not to my knowledge.
Q: Okay. Did Mr. Wade sign a form discontinuing the UIM coverage on your behalf?
A: Not to my knowledge.
Q: Okay. Did you and Mr. Wade ever discuss discontinuing the UIM coverage?
A: Not to my knowledge.
Q: Did you ever find out that you did not have underinsured motors coverage with Donegal Insurance Company, the insurance carrier that wrote the

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policy?
A: Not to my knowledge.
Q: Okay. Prior to this lawsuit being filed by Donegal Insurance Company asking for a declaration on whether underinsurance motorist coverage was available under this policy, were you aware that there was a dispute as to whether you were afforded underinsurance motorist coverage by Donegal Insurance?
A: Not to my knowledge, sir.
Q: Okay. Did you ever receive a copy of the personal auto declaration page with the effective date of August 5, 2017?
A: No.
Q: Okay. In August of 2017, was your address 17 Carver Street, Due West, South Carolina 29639?
A: It should be Carver Street Extension, but yes.
Q: Okay. Do you recall ever looking at the policy declaration during that timeframe?
A: What timeframe?
Q: August of 2017?
A: No, sir. When you say the declaration, do you just mean my insurance policy?
Q: Yes, ma'am, the coversheet that shows the coverages that you have available?

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A: No, I couldn't recall if I looked at my policy on that particular day.
Q: Okay. Do you ever recall having a discussion with Mr. Wade, that you had reduced your obligation to Donegal Insurance Company by $171 in that change to the policy?
A: No, sir.
Q: Okay. Were you ever aware that changes were made to the policy in August of '17?
A: Not that I recall.
Q: Okay. Well, are you representing that changes were not made to the policy in August of '17?
A: I can't recall what day, you know, anything transpired as far as the policy.
Q: Okay. Was Mr. Wade authorized to make the insurance decisions for your household as far as automobile insurance goes?
A: Yes.
Q: Okay. And he made those decisions as head of the household?
MR. HITE: OBJECT TO THE FORM OF THE QUESTION. YOU CAN ANSWER, YEAH.
A: As head of the household, you know, he could do what he want to do. You know, we, we discuss things, but some things require, you know, both of

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us.
Q: Okay. Is it true that Mr. Wade was more fluent or versed in insurance matters than you?
A: No, sir, I don't think. As far as this though, in our policy, we both were inquiring about, you know, what the UIM was, because had he known anything about insurance, I would've asked him instead of Michelle Rogers.
Q: Okay. Well, what brought this issue to a head that caused you to ask questions? Was it when you obtained your premium notice?
A: Just looking at the insurance policy and we were just, you know, wondering what was the UIM, and I think it was something else that was similar to it and we thought that we were paying double.
Q: Okay.
A: We thought we were paying for the same thing. That was just what made us ask the question.
Q: Okay. And was one of those things designated as uninsured coverage and the other designated as underinsured coverage?
A: Yes, it was something like that. They seemed so similar ---
Q: Yes, ma'am.
A: --- and I wanted her to try to clarify it for me.

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Q: Okay. Were you ever told that the uninsured motorist coverage was required by South Carolina law?
A: I don't recall.
Q: Okay. Were you ever told that the underinsured coverage was not required by law?
A: And I don't recall that either.
Q: Okay. And when you said you didn't recall, do you just don't know one way or the other whether you were told that or not?
A: Exactly.
Q: Okay. Okay. Okay, after Mr. Wade's motor vehicle accident of November the, I think it's the 1st of 2017, were you ever told that you did not have underinsured motorist coverage on your car?
A: I don't recall.
Q: Okay.
MR. BREHMER: ALL RIGHT. I THINK THAT'S ALL THE QUESTIONS I HAVE WITH YOU, MS. WADE. I APPRECIATE YOUR TIME THIS MS. MORNING.
MRS. WADE: THANK YOU.
MR. HITE: I JUST HAVE A COUPLE OF QUESTIONS FOR YOU.
MRS. WADE: OKAY.

EXAMINATION

BY MR. HITE:
Q: As it relates to Exhibit 1, Mr. Brehmer read that it appears from the email that Michelle had a conversation with you.
A: Uh-huh.
Q: Is that correct?
A: That's what the paper says, uh-huh.
Q: Okay. Would that conversation have been over the phone, or in person?
A: Over the phone.
Q: Okay. And did Michelle Rogers ever email you any kind of forms to sign or does she always email Charles?
A: Always, everything went to Charles's email.
Q: Okay.
A: Uh-huh.
Q: So, when you had that conversation with Michelle, did she give you any paperwork to look at?
A: No, sir.
Q: Did she ever tell you about how much premiums would be for lesser or different amounts of UIM coverage?
A: No, sir. We only just discussed trying to understand what this UIM was.
Q: Okay. So, at no time did anybody at County Bank Insurance or Donegal Insurance give you any options of purchasing UIM coverage of a lesser amount than you had previously had or a lesser amount than the total liability amount?
A: No, sir.
Q: Okay. And if they would've emailed you that form -- well, they never, nobody ever emailed you from County Bank Services; is that correct?
A: Correct.
Q: Michelle never sent you a form and y'all -- Michelle would've never sent you a form, correct?
A: No, sir. With Michelle, I would've had to go to the bank and talk to her face to face as far as signing anything for her.
Q: And did you ever do that?
A: No, not my knowledge, not to my knowledge. We have seen Michelle in person, but I don't think it had anything to do with the UMI.
Q: Okay. And it wasn't during this timeframe?
A: No, sir.
Q: Okay.
MR. HITE: ALL RIGHT, NO FURTHER QUESTIONS. THANK YOU.
FURTHER DEPONENT SAITH NOT.
(Whereupon, there being no further questions, this deposition concluded at 9:58 a.m.)
(*This transcript may contain quoted material. Such material is reproduced as read or quoted by the speaker.)

Exhibit 3

SOUTHERN MUTUAL
INSURANCE COMPANY

P.O. Box 7009
Athens, GA 30604-7009
(706)543-5283
www.southernmutual.com

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Personal Auto Declarations Page

Coverage provided by:
Southern Mutual Insurance Company

Policy Number:	**PAZ 7709961-01**
Policy Type:	Personal Auto
Reason Issued:	Renewal
Effective Date:	08/05/2017

Named Insured & Mailing Address:
Wade Shonda & Charles
[redacted]

Your Agency:
COUNTYBANC INS SERVICES INC
419 Main Street
P O Box 309
Greenwood, SC 29648
(864) 942-8000
Agency Number: 0103620

Policy Period: From **08/05/2017** to **08/05/2018**

This policy period begins and ends at 12:01 a.m. at the address of the named insured stated herein.

Your policy consists of these declarations page(s), the policy jacket and the applicable policy forms and endorsements.

Total Policy Premium Summary

Program: Preferred IV XL

This Personal Auto policy includes coverage for the following:

Premium Summary

Vehicle	Year	Make / Model	Type	Premium
1	1993	Chevrolet / GMT-400	Private Passenger	$499.00
2	2002	BMW / 325	Private Passenger	$707.00
3	2013	Nissan / Altima	Private Passenger	$1,063.00
			Total Policy Premium	**$2,269.00**

Save Money With Our Auto Paid-in-Full Discount Offer!

Here's how it works.
Pay your qualifying policy in full on your first payment.

Policy Premium without Discount:	$2,269.00
Paid-in-Full Discount:	($88.00)
Policy Premium with Paid-in-Full Discount:	**$2,181.00**

(Your invoice will be mailed separately.)

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Policy Discount Summary

Chargeable accident occurring on 05/15/2017 is not being surcharged since you qualify for our First Accident Forgiveness Program.

The following policy discounts have been deducted in determining your Total Policy Premium:

Discount	Amount
5 Year Loss Free Discount	-$158.00
1 Year Longevity Discount	-$42.00

Driver Information

Driver ID	Driver Name	Birth Date	License Number
1	Shonda	08/21/1978	On File
2	Charles	02/14/1970	On File

Insured Vehicles and Schedule of Coverages

Insurance is provided where a premium is shown for the coverage.

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267

State: SC **Territory:** 007 **Symbol(s):** 08 **Class Code:** 889120

Vehicle Use: Pleasure or work under 3 miles **Work/School Days:** 5 **Miles:** 00 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$111.00
Property Damage Liability		$100,000 Each Accident	$71.00
Medical Payments		$5,000 Per Person	$15.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$74.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$44.00
Collision Loss	$250	Actual Cash Value	$98.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$24.00
Towing And Labor		$75 Limit	$8.00
PACE Protector			Included
		Vehicle Premium	**$499.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina

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Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267 *(Continued)*

Vehicle Level Endorsements *(Continued)*

PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement

Vehicle Level/Coverage Discounts:

Multi-Car Discount

Additional Interests:

Commercial Bank, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284

State: SC **Territory:** 007 **Symbol(s):** 16 **Class Code:** 884220

Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 5 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$115.00
Property Damage Liability		$100,000 Each Accident	$73.00
Medical Payments		$5,000 Per Person	$12.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$74.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$116.00
Collision Loss	$250	Actual Cash Value	$231.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$24.00
Towing And Labor		$75 Limit	$8.00
PACE Protector			Included
		Vehicle Premium	**$707.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284 *(Continued)*

Vehicle Level/Coverage Discounts *(Continued)*

Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Interests:

Commercial Bak, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 3: 2013 Nissan Altima VIN: 1N4AL3AP5DN538765

State: SC **Territory:** 007 **Symbol(s):** 30/31 **Class Code:** 889220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 7 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$124.00
Property Damage Liability		$100,000 Each Accident	$79.00
Medical Payments		$5,000 Per Person	$12.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$74.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$233.00
Collision Loss	$250	Actual Cash Value	$455.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$24.00
Towing And Labor		$75 Limit	$8.00
PACE Protector			Included
		Vehicle Premium	**$1,063.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

ROA 0047

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Additional Policy Information:

Policy Level Forms and Endorsements

PP0001	06/98	Personal Auto Policy
PP1301	12/99	Coverage For Damage To Your Auto Exclusion Endorsement
PPD0178	09/13	Amendment Of Policy Provisions - South Carolina

Exhibit 4

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com> Mon, Feb 15, 2021 at 12:48 PM
To: Thomas Hite III <t3@hiteandstone.com>

---------- Forwarded message ---------
From: **Charles w** <charleswade17@gmail.com>
Date: Tue, Aug 8, 2017 at 1:10 PM
Subject: Re: FW: Underinsured Motorist Rejection
To: Michelle Rogers <mrogers@countybanc.com>

I want to completely reject the UIM BI/PD.

On Aug 8, 2017 8:44 AM, "Michelle Rogers" <mrogers@countybanc.com> wrote:

> Charles
>
> Per my conversation with Shonda this morning – she advised you guys wish to reject the UIM completely for bodily injury and property damage.
>
> If so you will need to let me know that you wish to completely reject the UIM BI/PD…otherwise there will be UIM BI/PD coverage of 25/50/25 on your autos.
>
> Thank you,
>
> **Michelle Rogers**
> Customer Service Agent
>
> Countybanc Insurance Services
> 1230 Reynolds Avenue
> Greenwood SC 29648
> PO Box 309
> Greenwood, SC 29648
> Tel: 864-942-8009
> Fax: 864-943-4566
> mrogers@ecountybanc.com
> www.countybancinsurance.com
>
> **From:** Michelle Rogers
> **Sent:** Tuesday, August 01, 2017 9:26 AM

DEFENDANT'S EXHIBIT
Charles Wade 1
cvr Oct 6, 2021

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To: 'Charles w' <charleswade17@gmail.com>
Subject: RE: Underinsured Motorist Rejection

Are you wanting to completely reject the UIM bodily injury and property damage or are you wanting to have it at 25/50/25?

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

> ---------- Forwarded message ----------
> From: "Linda Barnes" <lbarnes@ecountybank.com>
> Date: Jul 26, 2017 11:13 AM
> Subject: Underinsured Motorist Rejection
> To: "charleswade17@gmail.com" <charleswade17@gmail.com>
> Cc:
>
> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.
>
> **Linda Barnes, CISR, CPIW, ACSR**
>
> Personal Lines Sales Representative

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Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

Trusted Choice®

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This original email was sent to the internet for delivery at 26 Jul 2017 11:13:27 -0400

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Exhibit 5

SOUTH CAROLINA AUTO SUPPLEMENT

AGENCY	APPLICANT/NAMED INSURED	
Countryhouse Ins.	Charles & Shonda Wade	
POLICY NUMBER	CARRIER Main Street America Protection Insurance Company	NAIC CODE
PAZ 7709961	P O Box 2005 Keene, NH 03431 (800) 258-5310	

1. OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

Automobile liability insurance coverage pays other motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage pays for bodily injuries to others inflicted by your motor vehicle. Property damage coverage pays for damages which your motor vehicle causes to other motor vehicles or property.

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least $25,000 of bodily injury coverage for each person whom you may injure in any single accident and $50,000 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide at least $25,000 in property damage coverage for each accident you may cause. You may have seen these limits described as $25,000/$50,000/$25,000 or 25-50-25. These limits are commonly-known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a $550 fee to drive uninsured. There is no requirement that an insurance company offer higher than minimum limits of automobile liability insurance coverage. If your insurance company does offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorist coverage and optional underinsured motorist coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

Uninsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically provides uninsured motorist coverage of $25,000/$50,000/$25,000. There is a $200 deductible for uninsured property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits up to the limits of the liability coverage you have purchased. The limits of additional uninsured motorist coverage which your insurance company is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those increased limits. You may not purchase uninsured motorist coverage with limits in excess of your liability limits.

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but which is insufficient to fully compensate you for your damages.

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Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits

If you reject optional underinsured or additional uninsured motorist coverages shown on this form and if you are involved in an automobile accident that is not your fault, this form may be used by your insurance company as evidence against you if you make a claim for additional uninsured motorist coverage or optional underinsured motorist coverage.

Important Notice

If you do not complete this form and return it to your insurance company (shown above) or insurance agent within 30 days, your insurance company is required by law to add additional Uninsured Motorists coverage and optional Underinsured Motorists coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

In the future, if you wish to increase or to decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or insurance company upon the renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by your insurance agent or current insurance company when you extend, change, supersede, or replace your automobile liability insurance policy.

Please read this form carefully. Your insurance agent or your insurance company must answer any questions which you may have. If you have any further questions, you may contact the Department of Insurance at:

Office of Consumer Services

South Carolina Department of Insurance

Capitol Center

1201 Main Street

Suite 1000

Columbia, SC 29201

Post Office Box 100105 Columbia, South Carolina 29202-3105

(803) 737-6180

(800) 768-3467

E-mail Address: consumers@doi.sc.gov

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2. Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase additional uninsured motorist coverage? ☑ YES ☐ NO

If your answer is "NO", you must sign here: _____

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☑ I select 100 / 300 / 25 split limits; OR

☐ I select _____ single limit.

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3. Offer of Optional UnderInsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase optional underinsured motorist coverage? ☐ YES ☑ NO

If your answer is "NO", you must sign here: X Chuck & Shonda Wade

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☐ I select _____ / _____ split limits; OR I

☐ select _____ single limit.

Please apply to all vehicles

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4. Applicant's Acknowledgement

By my signature, I acknowledge that I have read, or I have had read to me, the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under any of these coverages is subject both to the terms and conditions of my automobile insurance policy and to the laws of the State of South Carolina.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding pages have been selected by me. This is the type and amount of insurance coverage I wish to purchase.

Type or Print Your Name: Charles & Shonda Wade

Your Signature: X Charles & Shonda Wade

Your Address: _____

ZIP Code: _____

Today's Date: _____

Effective Date: _____

Exhibit 6

SOUTHERN MUTUAL
INSURANCE COMPANY

P.O. Box 7009
Athens, GA 30604-7009
(706)543-5283
www.southernmutual.com

Personal Auto Declarations Page

Coverage provided by:
Southern Mutual Insurance Company

Policy Number:	**PAZ 7709961-01**
Policy Type:	**Personal Auto**
Reason Issued:	Amendment
Change Effective Date:	08/05/2017

Named Insured & Mailing Address:
Wade Shonda & Charles
[redacted]

Your Agency:
COUNTYBANC INS SERVICES INC
419 Main Street
P O Box 309
Greenwood, SC 29648
(864) 942-8000
Agency Number: 0103620

Policy Period: From **08/05/2017** to **08/05/2018**

This policy period begins and ends at 12:01 a.m. at the address of the named insured stated herein.

Your policy consists of these declarations page(s), the policy jacket and the applicable policy forms and endorsements. This supercedes any previously issued declarations page(s) for this policy period.

This change resulted in a decrease of **$171.00** in premium.

Amendment Reason(s): Decrease Undpd Rejected
Decrease Underinsured Motorist Coverage Rejected

Total Policy Premium Summary

Program: Preferred IV XL

This Personal Auto policy includes coverage for the following:

Premium Summary

Vehicle	Year	Make / Model	Type	Premium
1	1993	Chevrolet / GMT-400	Private Passenger	$387.00
2	2002	BMW / 325	Private Passenger	$574.00
3	2013	Nissan / Altima	Private Passenger	$895.00
			Total Policy Premium	**$1,856.00**

Save Money With Our Auto Paid-in-Full Discount Offer!

Here's how it works.
Pay your qualifying policy in full on your first payment.

Policy Premium without Discount:	$1,856.00
Paid-in-Full Discount:	($81.00)
Policy Premium with Paid-in-Full Discount:	**$1,775.00**

(Your invoice will be mailed separately.)

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Policy Discount Summary

Chargeable accident occurring on 05/15/2017 is not being surcharged since you qualify for our First Accident Forgiveness Program.

The following policy discounts have been deducted in determining your Total Policy Premium:

Discount	Amount
1 Year Longevity Discount	-$42.00
5 Year Loss Free Discount	-$158.00
Account Credit Applies To All Vehicles	-$185.00

Driver Information

Driver ID	Driver Name	Birth Date	License Number
1	Shonda	08/21/1978	On File
2	Charles	02/14/1970	On File

Insured Vehicles and Schedule of Coverages

Insurance is provided where a premium is shown for the coverage.

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267

State: SC **Territory:** 007 **Symbol(s):** 08 **Class Code:** 889120

Vehicle Use: Pleasure or work under 3 miles **Work/School Days:** 5 **Miles:** 00 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$100.00
Property Damage Liability		$100,000 Each Accident	$64.00
Medical Payments		$5,000 Per Person	$14.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$40.00
Collision Loss	$250	Actual Cash Value	$88.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$387.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause

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Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267 *(Continued)*

Vehicle Level Endorsements *(Continued)*

PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

Multi-Car Discount

Additional Interests:

Commercial Bank, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284

State: SC **Territory:** 007 **Symbol(s):** 16 **Class Code:** 884220

Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 5 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$104.00
Property Damage Liability		$100,000 Each Accident	$66.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$104.00
Collision Loss	$250	Actual Cash Value	$208.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$574.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

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Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284 *(Continued)*

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Interests:

Commercial Bak, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 3: 2013 Nissan Altima VIN: 1N4AL3AP5DN538765

State: SC **Territory:** 007 **Symbol(s):** 30/31 **Class Code:** 889220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 7 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person	
		$300,000 Each Accident	$112.00
Property Damage Liability		$100,000 Each Accident	$71.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person	
		$300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$210.00
Collision Loss	$250	Actual Cash Value	$410.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$895.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Policy Information:

Policy Level Forms and Endorsements

PP0001	06/98	Personal Auto Policy
PP1301	12/99	Coverage For Damage To Your Auto Exclusion Endorsement
PPD0178	09/13	Amendment Of Policy Provisions - South Carolina

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STATE OF SOUTH CAROLINA COUNTY OF ANDERSON	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2020-CP-04-02533
DONEGAL INSURANCE, Plaintiff, vs. CHARLES H. WADE, Defendant.	)	**DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

Introduction

Defendant, by and through undersigned counsel, respectfully submits the following Memorandum of Law in Opposition to Plaintiff's Motion for Summary Judgment.

Controlling Law

If the insurer fails to comply with its statutory duty to make a meaningful offer to the insured, the policy will be reformed, by operation of law, to include underinsured motorist (UIM) coverage up to the limits of liability insurance carried by the insured. *Floyd v. Nationwide Mut. Ins. Co. (S.C. 2005) 367 S.C. 253, 626 S.E.2d 6, rehearing denied.*

Summary of Facts

On November 1, 2017, the Defendant was involved in a motor vehicle accident with Deanna M. McEntire in Anderson County, South Carolina. On January 23, 2019, Mr. Charles Wade ("Wade") filed a Summons and Complaint against Ms. McEntire for damages resulting from the motor vehicle accident in Case Number 2019-CP-04-00871. Mr. Wade settled his claims with Ms. McEntire on a Covenant Not to Execute within the liability limits of Ms. McEntire's automobile liability insurance policy. Ms. McEntire was underinsured and therefore Wade served his insurance

carrier through the South Carolina Department of Insurance with the Summons and Complaint in that action.

On December 30, 2020, Donegal Insurance ("Donegal") commenced the instant case against Mr. Wade seeking a declaratory judgment as follows: that it was under no obligation to make an offer of Under Insured Motorist ("UIM") coverage to Mr. Wade; that the Policy does not provide underinsured motorist coverage for the injuries complained of in his Complaint; and that Mr. Wade cannot seek a reformation of the Policy to include UIM coverage by challenging the sufficiency of the offer of UIM coverage. Wade filed an Answer and Counterclaims against Donegal for: Breach of Contract; Reformation of Contract Based on Mutual Mistake; Reformation Based on Insured's Reasonable Expectations and Failure to Make a Meaningful Offer; Bad Faith; and Bad Faith – Attorneys' Fees. Donegal filed a Reply to Wade's Counterclaim denying the allegations.

This case stems from Plaintiff's failure to make a meaningful offer of UIM coverage to Mr. Wade. Mr. Charles Wade and his wife, Shonda Wade, purchased home and automobile insurance with Southern Mutual Insurance Company through Countybanc Insurance Services. Countybanc Insurance Services ("Countybanc") served as agent for Southern Mutual Insurance Company. No connection has been established to show Southern Mutual Insurance Company was an affiliate of Donegal Insurance.

Mr. and Mrs. Wade had automobile insurance on their vehicles through Southern Mutual Insurance Company for several years prior to August 2017. On or about August 2017, Mrs. Wade contacted Michelle Rogers of Countybanc to inquire as to what coverages they had on their vehicles and for an explanation as to what each item covered. Mr. and Mrs. Wade did not understand what they were paying for in regards to UIM and UM coverage. Importantly, Mr. and

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Mrs. Wade did **not** contact Ms. Rogers with the intention of canceling or dropping UIM coverage from their policy. However, after a telephone conversation with Mrs. Wade, Michelle Rogers emailed Mr. Wade requesting that he sign and return a UIM meaningful offer / rejection form. This form was not filled out properly and did not contain the required premium options for the purchase of UIM coverages up to the policy limits for liability. (See Exhibit 1). As you can see from the attached form the Agency is listed as "Countybanc Ins." and the Carrier is listed as "Main Street America Protection Insurance Company". Nowhere on this form does Donegal's name appear. The form also leaves required premium amounts blank on pages 3 and 4.

Donegal has not produced a meaningful offer form that complies with S.C. Code Ann § 38-77-160, neither at the time of Mr. Wade's initial purchase of insurance, or at the time of his and his wife's request for information regarding explanation of coverages (See Exhibit 4 – Entire Email Chain Between Mr. Wade and Michelle Rogers of Countybanc). Mr. Wade responded to Ms. Rogers that he did in fact wish to cancel UIM coverage; however, this was based on Mr. and Mrs. Wade's limited understanding of insurance coverages due to the failure of Countybanc to make a meaningful offer of UIM (See Exhibits 5 and 6 – Depositions of Charles Wade and Shonda Wade). Donegal has not produced one witness that can state that a meaningful offer of UIM was given to the Defendant.

Summary Judgment Standard

Summary judgment is appropriate only if there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. *Fleming v. Rose*, 350 S.C. 488, 493, 567 S.E.2d 857, 860 (2002). The Court may properly grant a motion for summary judgment when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving

party is entitled to a judgment as a matter of law. SCRCP 56(c). In determining whether any triable issues of fact exist, the Court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. *Nukem Corp. v. Ensr Corp*, 373 S.C. 190, 644 S.E.2d 190, (S.C. 2007). In ruling on motions for summary judgment, the Court must construe all ambiguities, conclusions, and inferences arising from the evidence against the moving party. *Nolte v. Gibbs International, Inc.,* 335 S.C.72, 515 S.E.2d 101 (S.C. Ct. App. 1999). "[I]n cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-South Mgmt. Co.,* 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). "Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law." *Lanham v. Blue Cross & Blue Shield of S.C.,* 349 S.C. 356, 362, 563 S.E.2d 331, 333 (2002). Moreover, because summary judgment is a drastic remedy, it should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed issues of fact. *Madison ex rel. Bryant v. Babcock Ctr., Inc.,* 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006).

Argument

Carriers Duty to Make Meaningful Offer and Burden of Proof

Section 38–77–160 requires automobile insurance carriers to offer, at the option of the insured, UIM coverage "up to the limits of the insured liability coverage to provide coverage in the event that damages are sustained in excess of the liability limits carried by an at-fault insured or underinsured motorist." This statute has been construed to mandate that the insured "be provided with adequate information, and in such a manner, as to allow the insured to make an intelligent decision of whether to accept or reject the coverage." *Burch v. S.C. Farm Bureau Mut. Ins. Co.,* 351

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S.C. 342, 345, 569 S.E.2d 400, 402 (Ct.App.2002) (quoting *State Farm Mut. Auto. Ins. Co. v. Wannamaker,* 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1987)). Specifically, our courts have interpreted this section as requiring insurers to offer UIM coverage to the insured in any amount up to the insured's liability coverage. *Id.* at 345, 569 S.E.2d at 402.

To determine whether an insurer has complied with its duty to offer optional coverages and thus make a meaningful offer of UIM coverage, the court must consider the following factors: (1) the insurer's notification process must be commercially reasonable, whether oral or in writing; (2) the insurer must specify the limits of optional coverage and not merely offer additional coverage in general terms; (3) the insurer must intelligibly advise the insured of the nature of the optional coverage; and **(4) the insured must be told that optional coverages are available for an additional premium.** *Wannamaker,* 291 S.C. at 521, 354 S.E.2d at 556. **(emphasis added).**

The insurer bears the burden of establishing it presented a meaningful offer of UIM coverage. *Butler v. Unisun Ins. Co.,* 323 S.C. 402, 405, 475 S.E.2d 758, 759 (1996). If the insurer fails to make a meaningful offer of UIM coverage, the court will reform the insured's policy to include UIM coverage up to the limits of the insured's liability coverage. *Dewart v. State Farm Mut. Auto. Ins. Co.,* 296 S.C. 150, 153, 370 S.E.2d 915, 916 (Ct.App.1988). A noncomplying offer has the legal effect of no offer at all. *Hanover Ins. Co. v. Horace Mann Ins. Co.,* 301 S.C. 55, 57, 389 S.E.2d 657, 659 (1990).

The form provided to Mr. Wade (Exhibit 1) clearly fails to comply with S.C. Code Ann § 38-77-160 and § 38-77-350A(2) (attached for Reference as Exhibit 2 and 3) as it does not have the optional coverages available and additional premiums filled in for Mr. Wade to make an informed decision regarding UIM coverage. Donegal has not produced a meaningful offer form from the initial purchase of insurance by Mr. and Mrs. Wade. Donegal bears the burden of showing that it

made a meaningful offer of UIM and it has failed to do so, therefore Summary Judgment should be denied.

Distinguishable from USAA v. Litchfield

Plaintiff attempts to parallel this case with *United Services Auto. Ass. v. Litchfield*, 356 S.C. 582, 590 S.E.2d 47 (S.C. App. 2003). This case is distinguishable based on the fact that Donegal never made a meaningful offer of insurance in the first place and Mr. and Mrs. Wade did not contact their insurance carrier with the specific purpose of cancelling UIM coverage. In *United,* USAA at the time of initiating insurance provided Litchfield with policy documents that informed her that she could later increase or decrease UIM coverages based on the coverages and premiums provided on the document. Donegal has not provided any documentation showing that Mr. and Mrs. Wade were initially offered UIM coverage or an explanation of other available coverages and their premiums. Furthermore, in *United* Litchfield contacted USAA with the distinct purpose of cancelling UIM coverage. As stated above Mr. and Mrs. Wade were not contacting Countybanc with the specific purpose of cancelling UIM coverage. Mr. Wade only decided to cancel UIM coverage after his wife had a telephone discussion with Ms. Rogers over the duplicity of UIM and UM coverages. This conversation, based on what one could only surmise was a mutual mistake as to the definition of UIM coverage is the sole purpose of Mr. Wade cancelling UIM coverage and is exactly why South Carolina law requires insurance companies to make meaningful offers.

The instant case is also distinguishable from *United* based on the fact that Countybanc did attempt to make a meaningful offer to Mr. Wade by requiring him to sign and return a meaningful offer form electing not to purchase UIM coverage. Since Countybanc made an attempt at a

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meaningful offer South Carolina law requires that the offer be meaningful. This is clearly stated in the *Tippins v. Progressive Direct Ins. Co. case as follows:*

> The court finds two key differences between Litchfield and the instant case. First, plaintiff did not drop UIM coverage on his own initiative. He rejected UIM coverage only after receiving Progressive Halcyon's offer of optional additional UM coverage and optional UIM coverage form. Second, and more significantly, Progressive Halcyon made an offer of UIM coverage when plaintiff purchased a policy from Progressive Halcyon. The fact that Progressive Halcyon made a subsequent offer of UIM coverage in May 2006 negates the argument that such an offer was unnecessary. Since Progressive Halcyon made an offer of UIM coverage, South Carolina law requires its offer to be meaningful. Hence, the court must now determine whether the offer was meaningful.
>
> *Tippins v. Progressive Direct Ins. Co.,* No. 2:09-CV-1521-DCN, 2010 WL 11643355, at *4 (D.S.C. June 18, 2010)

Based on the facts as stated above, this case is clearly distinguishable from *United* and the court must determine if the offer made to Mr. and Mrs. Wade complies with S.C. Code Ann § 38-77-160 and § 38-77-350A(2) and *Wannamaker.* The Defendant is confident that Donegal's failure to provide premium amounts on the form sent to Mr. Wade requires the policy be reformed and UIM coverage at the level of liability limits must be provided.

CONCLUSION

For the reasons set forth above and for whatever reasons this Honorable Court deems appropriate, Defendant respectfully request that this Court deny Plaintiff's Motion for Summary Judgment.

HITE & STONE
BY: ***s/ Thomas E. Hite, III* (SC Bar #: 73750)**
THOMAS E. HITE, III, ESQ.
P. O. BOX 805
ABBEVILLE, SC 29620
(864) 366-5400 TELEPHONE
T3@hiteandstone.com
ATTORNEY FOR THE DEFENDANT AND COUNTERCLAIMANT WADE

Abbeville, South Carolina
April 18, 2022

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SOUTH CAROLINA AUTO SUPPLEMENT

AGENCY	APPLICANT/NAMED INSURED	
Countyfair Ins.	Charles & Wanda Wade	
POLICY NUMBER	CARRIER Main Street America Protection Insurance Company	NAIC CODE
PAZ 7709961	P O Box 2005 Keene, NH 03431 (800) 258-5310	

1. OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

Automobile liability insurance coverage pays other motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage pays for bodily injuries to others inflicted by your motor vehicle. Property damage coverage pays for damages which your motor vehicle causes to other motor vehicles or property.

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least $25,000 of bodily injury coverage for each person whom you may injure in any single accident and $50,000 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide at least $25,000 in property damage coverage for each accident you may cause. You may have seen these limits described as $25,000/$50,000/$25,000 or 25-50-25. These limits are commonly-known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a $550 fee to drive uninsured. There is no requirement that an insurance company offer higher than minimum limits of automobile liability insurance coverage. If your insurance company does offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorist coverage and optional underinsured motorist coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

Uninsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically provides uninsured motorist coverage of $25,000/$50,000/$25,000. There is a $200 deductible for uninsured property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits up to the limits of the liability coverage you have purchased. The limits of additional uninsured motorist coverage which your insurance company is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those increased limits. You may not purchase uninsured motorist coverage with limits in excess of your liability limits.

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but which is insufficient to fully compensate you for your damages.

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Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits

If you reject optional underinsured or additional uninsured motorist coverages shown on this form and if you are involved in an automobile accident that is not your fault, this form may be used by your insurance company as evidence against you if you make a claim for additional uninsured motorist coverage or optional underinsured motorist coverage.

Important Notice

If you do not complete this form and return it to your insurance company (shown above) or insurance agent within 30 days, your insurance company is required by law to add additional Uninsured Motorists coverage and optional Underinsured Motorists coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

In the future, if you wish to increase or to decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or insurance company upon the renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by your insurance agent or current insurance company when you extend, change, supersede, or replace your automobile liability insurance policy.

Please read this form carefully. Your insurance agent or your insurance company must answer any questions which you may have. If you have any further questions, you may contact the Department of Insurance at:

Office of Consumer Services

South Carolina Department of Insurance

Capitol Center

1201 Main Street

Suite 1000

Columbia, SC 29201

Post Office Box 100105 Columbia, South Carolina 29202-3105

(803) 737-6180

(800) 768-3467

E-mail Address: consumers@doi.sc.gov

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2. Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase additional uninsured motorist coverage? ☑ YES ☐ NO

If your answer is "NO", you must sign here: _____

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☑ I select 100 / 300 / 25 split limits; OR

☐ I select _____ single limit.

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3. Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase optional underinsured motorist coverage? ☐ YES ☑ NO

If your answer is "NO", you must sign here: X Chuck & Shonda Wade

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☐ I select _____ / _____ split limits; OR I

☐ select _____ single limit.

Please apply to all vehicles

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4. Applicant's Acknowledgement

By my signature, I acknowledge that I have read, or I have had read to me, the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under any of these coverages is subject both to the terms and conditions of my automobile insurance policy and to the laws of the State of South Carolina.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding pages have been selected by me. This is the type and amount of insurance coverage I wish to purchase.

Type or Print Your Name: Charles & Shonda Wade

Your Signature: X Charles & Shonda Wade

Your Address: _____

ZIP Code: _____

Today's Date: _____

Effective Date: _____

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF ANDERSON) CASE NUMBER: 2019-CP-04-00871

Charles H. Wade,
PLAINTIFF,
vs.
Deanna M. McEntire,
DEFENDANT.

DEPOSITION
of
SHONDA WADE

DATE: Wednesday, October 6, 2021
TIME: 9:23 a.m.
LOCATION: Via Remote Videoconference - All Parties

REPORTED BY:
Cara-Leigh V. Richardson

APPEARANCES

FOR THE PLAINTIFF: Thomas Hite, III, Esquire
HITE and STONE
Abbeville, SC

FOR THE DEFENDANT: Karl Brehmer, Esquire
BROWN & BREHMER
Columbia, SC

ALSO PRESENT: Charles Wade, Jr.

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EXHIBITS

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STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections, except as to the form of the question, are reserved until the time of trial.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

- - - -

The reading and signing of this deposition is WAIVED by the deponent and counsel for the respective parties.

- - - -

Whereupon,

SHONDA WADE, having been duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MR. BREHMER:

Q: Mrs. Wade, my name's Karl Brehmer. I'm a lawyer and I'm representing Donegal Insurance Company. Are you having trouble hearing me?

MR. HITE: I'M GOING TO TURN IT UP.

MR. BREHMER: OKAY.

Q: Can you hear me now?

A: Yes, I can.

Q: That sounds like one of the cell phone commercials, doesn't it?

A: Yes, sir.

Q: All right. Once again, my name's Karl Brehmer. I'm a lawyer and I'm representing Donegal Insurance Company in a lawsuit that Donegal Insurance Company has filed against your husband, Mr. Wade, regarding the claim of benefit under a policy of underinsured motorist coverage. I'm going to ask you a bunch of questions about that.

If you have any questions or if you don't understand the question, let me know and I'll try to rephrase the question. If you don't, don't hear me or for any reason, don't get what I'm asking, let me know, okay?

A: Okay.

Q: Good. What's your current address, Mrs. Wade?

A: [redacted]

Q: And how long have you lived at that address?

A: Let's see, since 2009, 12 years almost.

Q: Good. Who lives there with you?

A: My husband Charles Wade, Jr.

Q: Okay. How old are you Mrs. Wade?

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Q: Okay, everything. Mr. Hite has given me a chain of emails between what appears to be yourself and County Bank, and also Mr. Wade and County Bank. It's been marked as Exhibit Number 1 to your deposition and the court reporter is going to make this part of the record.

DEFENDANT'S EXHIBIT NUMBER 1

IDENTIFIED FOR THE RECORD

A: If those emails came from my husband's computer, does that still ---

Q: Well, I'm going to ask you about that.

A: Okay, because like I said, he handled all the details with the insurances, whatever we were doing.

Q: Well, specifically, on the first page of Exhibit Number 1, there is an email dated August or the chain looks like it's dated August the 8th of 2017, at 8:44, and it's to Mr. Wade. The body of the email says, "Per my conversation with Shonda this morning, she advised that you guys wish to reject the UIM completely for bodily injury and property damage. If so, you will need to let me know that you wish to completely reject the UIM BI/PD. Otherwise, there will be a UIM BI/PD coverage of 25/50/25 on your auto."

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Did you call Michelle Rogers on the morning of August 8th, 2017, and tell her that you no longer wanted underinsured motorist coverage on your policy?

A: I'm not sure if I did. I'm not sure if I did. I can't recall a hundred percent.

Q: So, just so that the record is clear, you can't say you did, and you can't say you didn't, is that correct?

A: Correct.

Q: Okay, you just don't know?

A: I don't remember.

Q: Okay. Have you ever seen Exhibit Number 1 prior to today?

A: No, sir.

Q: Okay.

A: Not to my knowledge, not to my knowledge.

Q: All right. And do you have any knowledge about the reply to the email that appears to have been dated the same day at 1:10 p.m., where Mr. Wade apparently responded, "I want to completely reject the UIM BI/PD"? Were you aware of that?

A: I can't recall that I was.

Q: Do you recall any conversations with any person that was employed by County Bank Insurance Services regarding the types and kinds of automobile insurance that you and Mr. Wade had?

A: Yes, sir. With Ms. Rogers, I did inquire about the UIM insurance because I was confused about some numbers that were on our insurance policy, and I wanted her to call me and explain those things to me. And she spoke with me and she spoke with my husband, but to recall everything that was said at that time, I don't remember what was said, but I do know that I asked about what was this UIM that was on our insurance.

Q: Okay. And was that conversation prior to August the 8th of 2017?

A: I do not know the exact date that she and I had that conversation.

Q: Okay. Okay, what didn't you understand about the UIM that was on your policy?

A: I asked her, were we paying double for the UIM, that I felt like when we looked at it, you know, it looked like we were just paying for double policies, you know, and I asked her to explain it because I didn't understand it.

Q: And did she explain it to you?

A: Not to where I understood it because I had to, you know, bring my husband in and ask him to kind of

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explain it to me and see if he understood it himself.

Q: Okay. Did you ever get an answer to your satisfaction?

A: No, sir.

Q: Okay. Did you have any more than one conversation with Ms. Rogers about the underinsured coverage?

A: I would think that we may have, because it would've took more than one conversation to try to explain it to me because I know I asked her several times. You know, I just kept telling her I didn't understand it, I didn't understand it.

Q: Okay. Okay. Do you ever recollect that the premium for the underinsured that you were purchasing was $171?

A: If I had my policy in front of me from that time, I could say, yea or nay, but no, I don't.

Q: Okay. Did you ever discuss with Ms. Rogers about discontinuing the underinsured coverage?

A: I wanted to understand what I was paying for before I made any decisions about that, so I wasn't going to cancel anything until I understood what I was already paying for, we was already paying for it. I wanted to know what it was I was paying for.

Q: Okay, do you know if the underinsured was ever

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canceled?
A: No, sir, I don't know.
Q: Pursuant to Exhibit Number 1, the very top email on Page 1, dated August the 8th, 2017, at 1:10 PM, where Mr. Wade allegedly typed, "I want to completely reject the UIM BI/PD," were you aware that that decision or that representation had been conveyed by Mr. Wade to Ms. Rogers at County Bank Insurance?
A: No, sir. This is my first time seeing this.
Q: Okay. All right. Did Mr. Wade ever tell you that he had discontinued the underinsurance coverage?
A: No, sir, he didn't.
Q: Did you ever sign a form discontinuing the underinsured coverage?
A: Not to my knowledge.
Q: Okay. Did Mr. Wade sign a form discontinuing the UIM coverage on your behalf?
A: Not to my knowledge.
Q: Okay. Did you and Mr. Wade ever discuss discontinuing the UIM coverage?
A: Not to my knowledge.
Q: Did you ever find out that you did not have underinsured motors coverage with Donegal Insurance Company, the insurance carrier that wrote the

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policy?
A: Not to my knowledge.
Q: Okay. Prior to this lawsuit being filed by Donegal Insurance Company asking for a declaration on whether underinsurance motorist coverage was available under this policy, were you aware that there was a dispute as to whether you were afforded underinsurance motorist coverage by Donegal Insurance?
A: Not to my knowledge, sir.
Q: Okay. Did you ever receive a copy of the personal auto declaration page with the effective date of August 5, 2017?
A: No.
Q: Okay. In August of 2017, was your address 17 Carver Street, Due West, South Carolina 29639?
A: It should be Carver Street Extension, but yes.
Q: Okay. Do you recall ever looking at the policy declaration during that timeframe?
A: What timeframe?
Q: August of 2017?
A: No, sir. When you say the declaration, do you just mean my insurance policy?
Q: Yes, ma'am, the coversheet that shows the coverages that you have available?

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A: No, I couldn't recall if I looked at my policy on that particular day.
Q: Okay. Do you ever recall having a discussion with Mr. Wade, that you had reduced your obligation to Donegal Insurance Company by $171 in that change to the policy?
A: No, sir.
Q: Okay. Were you ever aware that changes were made to the policy in August of '17?
A: Not that I recall.
Q: Okay. Well, are you representing that changes were not made to the policy in August of '17?
A: I can't recall what day, you know, anything transpired as far as the policy.
Q: Okay. Was Mr. Wade authorized to make the insurance decisions for your household as far as automobile insurance goes?
A: Yes.
Q: Okay. And he made those decisions as head of the household?
MR. HITE: OBJECT TO THE FORM OF THE QUESTION. YOU CAN ANSWER, YEAH.
A: As head of the household, you know, he could do what he want to do. You know, we, we discuss things, but some things require, you know, both of

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us.
Q: Okay. Is it true that Mr. Wade was more fluent or versed in insurance matters than you?
A: No, sir, I don't think. As far as this though, in our policy, we both were inquiring about, you know, what the UIM was, because had he known anything about insurance, I would've asked him instead of Michelle Rogers.
Q: Okay. Well, what brought this issue to a head that caused you to ask questions? Was it when you obtained your premium notice?
A: Just looking at the insurance policy and we were just, you know, wondering what was the UIM, and I think it was something else that was similar to it and we thought that we were paying double.
Q: Okay.
A: We thought we were paying for the same thing. That was just what made us ask the question.
Q: Okay. And was one of those things designated as uninsured coverage and the other designated as underinsured coverage?
A: Yes, it was something like that. They seemed so similar ---
Q: Yes, ma'am.
A: --- and I wanted her to try to clarify it for me.

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Q: Okay. Were you ever told that the uninsured motorist coverage was required by South Carolina law?
A: I don't recall.
Q: Okay. Were you ever told that the underinsured coverage was not required by law?
A: And I don't recall that either.
Q: Okay. And when you said you didn't recall, do you just don't know one way or the other whether you were told that or not?
A: Exactly.
Q: Okay. Okay. Okay, after Mr. Wade's motor vehicle accident of November the, I think it's the 1st of 2017, were you ever told that you did not have underinsured motorist coverage on your car?
A: I don't recall.
Q: Okay.
MR. BREHMER: ALL RIGHT. I THINK THAT'S ALL THE QUESTIONS I HAVE WITH YOU, MS. WADE. I APPRECIATE YOUR TIME THIS MS. MORNING.
MRS. WADE: THANK YOU.
MR. HITE: I JUST HAVE A COUPLE OF QUESTIONS FOR YOU.
MRS. WADE: OKAY.

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EXAMINATION

BY MR. HITE:
Q: As it relates to Exhibit 1, Mr. Brehmer read that it appears from the email that Michelle had a conversation with you.
A: Uh-huh.
Q: Is that correct?
A: That's what the paper says, uh-huh.
Q: Okay. Would that conversation have been over the phone, or in person?
A: Over the phone.
Q: Okay. And did Michelle Rogers ever email you any kind of forms to sign or does she always email Charles?
A: Always, everything went to Charles's email.
Q: Okay.
A: Uh-huh.
Q: So, when you had that conversation with Michelle, did she give you any paperwork to look at?
A: No, sir.
Q: Did she ever tell you about how much premiums would be for lesser or different amounts of UIM coverage?
A: No, sir. We only just discussed trying to understand what this UIM was.
Q: Okay. So, at no time did anybody at County Bank Insurance or Donegal Insurance give you any options of purchasing UIM coverage of a lesser amount than you had previously had or a lesser amount than the total liability amount?
A: No, sir.
Q: Okay. And if they would've emailed you that form -- well, they never, nobody ever emailed you from County Bank Services; is that correct?
A: Correct.
Q: Michelle never sent you a form and y'all -- Michelle would've never sent you a form, correct?
A: No, sir. With Michelle, I would've had to go to the bank and talk to her face to face as far as signing anything for her.
Q: And did you ever do that?
A: No, not my knowledge, not to my knowledge. We have seen Michelle in person, but I don't think it had anything to do with the UMI.
Q: Okay. And it wasn't during this timeframe?
A: No, sir.
Q: Okay.
MR. HITE: ALL RIGHT, NO FURTHER QUESTIONS. THANK YOU.
FURTHER DEPONENT SAITH NOT.
(Whereupon, there being no further questions, this deposition concluded at 9:58 a.m.)
(*This transcript may contain quoted material. Such material is reproduced as read or quoted by the speaker.)

Exhibit 3

SOUTHERN MUTUAL
INSURANCE COMPANY

P.O. Box 7009
Athens, GA 30604-7009
(706)543-5283
www.southernmutual.com

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Personal Auto Declarations Page

Coverage provided by:
Southern Mutual Insurance Company

Policy Number:	**PAZ 7709961-01**
Policy Type:	Personal Auto
Reason Issued:	Renewal
Effective Date:	08/05/2017

Named Insured & Mailing Address:
Wade Shonda & Charles
[redacted]

Your Agency:
COUNTYBANC INS SERVICES INC
419 Main Street
P O Box 309
Greenwood, SC 29648
(864) 942-8000
Agency Number: 0103620

Policy Period: From **08/05/2017** to **08/05/2018**

This policy period begins and ends at 12:01 a.m. at the address of the named insured stated herein.

Your policy consists of these declarations page(s), the policy jacket and the applicable policy forms and endorsements.

Total Policy Premium Summary

Program: Preferred IV XL

This Personal Auto policy includes coverage for the following:

Premium Summary				
Vehicle	**Year**	**Make / Model**	**Type**	**Premium**
1	1993	Chevrolet / GMT-400	Private Passenger	$499.00
2	2002	BMW / 325	Private Passenger	$707.00
3	2013	Nissan / Altima	Private Passenger	$1,063.00
			Total Policy Premium	**$2,269.00**

Save Money With Our Auto Paid-in-Full Discount Offer!

Here's how it works.
Pay your qualifying policy in full on your first payment.

Policy Premium without Discount:	$2,269.00
Paid-in-Full Discount:	($88.00)
Policy Premium with Paid-in-Full Discount:	**$2,181.00**

(Your invoice will be mailed separately.)

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Policy Discount Summary

Chargeable accident occurring on 05/15/2017 is not being surcharged since you qualify for our First Accident Forgiveness Program.

The following policy discounts have been deducted in determining your Total Policy Premium:

Discount	Amount
5 Year Loss Free Discount	-$158.00
1 Year Longevity Discount	-$42.00

Driver Information

Driver ID	Driver Name	Birth Date	License Number
1	Shonda	08/21/1978	On File
2	Charles	02/14/1970	On File

Insured Vehicles and Schedule of Coverages

Insurance is provided where a premium is shown for the coverage.

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267

State: SC **Territory:** 007 **Symbol(s):** 08 **Class Code:** 889120

Vehicle Use: Pleasure or work under 3 miles **Work/School Days:** 5 **Miles:** 00 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$111.00
Property Damage Liability		$100,000 Each Accident	$71.00
Medical Payments		$5,000 Per Person	$15.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$74.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$44.00
Collision Loss	$250	Actual Cash Value	$98.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$24.00
Towing And Labor		$75 Limit	$8.00
PACE Protector			Included
		Vehicle Premium	**$499.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina

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Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267 *(Continued)*

Vehicle Level Endorsements ***(Continued)***

PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement

Vehicle Level/Coverage Discounts:

Multi-Car Discount

Additional Interests:

Commercial Bank, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284

State: SC **Territory:** 007 **Symbol(s):** 16 **Class Code:** 884220

Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 5 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$115.00
Property Damage Liability		$100,000 Each Accident	$73.00
Medical Payments		$5,000 Per Person	$12.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$74.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$116.00
Collision Loss	$250	Actual Cash Value	$231.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$24.00
Towing And Labor		$75 Limit	$8.00
PACE Protector			Included
		Vehicle Premium	**$707.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.

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Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284 *(Continued)*

Vehicle Level/Coverage Discounts *(Continued)*

Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Interests:

Commercial Bak, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 3: 2013 Nissan Altima VIN: 1N4AL3AP5DN538765

State: SC **Territory:** 007 **Symbol(s):** 30/31 **Class Code:** 889220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 7 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$124.00
Property Damage Liability		$100,000 Each Accident	$79.00
Medical Payments		$5,000 Per Person	$12.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$74.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$233.00
Collision Loss	$250	Actual Cash Value	$455.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$24.00
Towing And Labor		$75 Limit	$8.00
PACE Protector			Included
		Vehicle Premium	**$1,063.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

ROA 0082

Additional Policy Information:

Policy Level Forms and Endorsements

PP0001	06/98	Personal Auto Policy
PP1301	12/99	Coverage For Damage To Your Auto Exclusion Endorsement
PPD0178	09/13	Amendment Of Policy Provisions - South Carolina

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Exhibit 4

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com> Mon, Feb 15, 2021 at 12:48 PM
To: Thomas Hite III <t3@hiteandstone.com>

---------- Forwarded message ---------
From: **Charles w** <charleswade17@gmail.com>
Date: Tue, Aug 8, 2017 at 1:10 PM
Subject: Re: FW: Underinsured Motorist Rejection
To: Michelle Rogers <mrogers@countybanc.com>

I want to completely reject the UIM BI/PD.

On Aug 8, 2017 8:44 AM, "Michelle Rogers" <mrogers@countybanc.com> wrote:

> Charles
>
> Per my conversation with Shonda this morning – she advised you guys wish to reject the UIM completely for bodily injury and property damage.
>
> If so you will need to let me know that you wish to completely reject the UIM BI/PD...otherwise there will be UIM BI/PD coverage of 25/50/25 on your autos.
>
> Thank you,
>
> **Michelle Rogers**
> Customer Service Agent
>
> Countybanc Insurance Services
> 1230 Reynolds Avenue
> Greenwood SC 29648
> PO Box 309
> Greenwood, SC 29648
> Tel: 864-942-8009
> Fax: 864-943-4566
> mrogers@ecountybanc.com
> www.countybancinsurance.com

DEFENDANT'S EXHIBIT
Charles Wade 1
cvr Oct 6, 2021

From: Michelle Rogers
Sent: Tuesday, August 01, 2017 9:26 AM

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To: 'Charles w' <charleswade17@gmail.com>
Subject: RE: Underinsured Motorist Rejection

Are you wanting to completely reject the UIM bodily injury and property damage or are you wanting to have it at 25/50/25?

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

> --------- Forwarded message ---------
> From: "Linda Barnes" <lbarnes@ecountybank.com>
> Date: Jul 26, 2017 11:13 AM
> Subject: Underinsured Motorist Rejection
> To: "charleswade17@gmail.com" <charleswade17@gmail.com>
> Cc:
>
> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.
>
> **Linda Barnes, CISR, CPIW, ACSR**
>
> Personal Lines Sales Representative

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Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

Trusted Choice®

https://www.countybancinsurance.com/custom/countybancinsurance/image/facebook-like.jpg

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This original email was sent to the internet for delivery at 26 Jul 2017 11:13:27 -0400

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Exhibit 5

SOUTH CAROLINA AUTO SUPPLEMENT

AGENCY	APPLICANT/NAMED INSURED	
Countryhouse Ins.	Charles & Shonda Wade	
POLICY NUMBER	CARRIER Main Street America Protection Insurance Company	NAIC CODE
PAZ 7709961	P O Box 2005 Keene, NH 03431 (800) 258-5310	

1. OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

Automobile liability insurance coverage pays other motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage pays for bodily injuries to others inflicted by your motor vehicle. Property damage coverage pays for damages which your motor vehicle causes to other motor vehicles or property.

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least $25,000 of bodily injury coverage for each person whom you may injure in any single accident and $50,000 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide at least $25,000 in property damage coverage for each accident you may cause. You may have seen these limits described as $25,000/$50,000/$25,000 or 25-50-25. These limits are commonly-known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a $550 fee to drive uninsured. There is no requirement that an insurance company offer higher than minimum limits of automobile liability insurance coverage. If your insurance company does offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorist coverage and optional underinsured motorist coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

Uninsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically provides uninsured motorist coverage of $25,000/$50,000/$25,000. There is a $200 deductible for uninsured property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits up to the limits of the liability coverage you have purchased. The limits of additional uninsured motorist coverage which your insurance company is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those increased limits. You may not purchase uninsured motorist coverage with limits in excess of your liability limits.

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but which is insufficient to fully compensate you for your damages.

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Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits

If you reject optional underinsured or additional uninsured motorist coverages shown on this form and if you are involved in an automobile accident that is not your fault, this form may be used by your insurance company as evidence against you if you make a claim for additional uninsured motorist coverage or optional underinsured motorist coverage.

Important Notice

If you do not complete this form and return it to your insurance company (shown above) or insurance agent within 30 days, your insurance company is required by law to add additional Uninsured Motorists coverage and optional Underinsured Motorists coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

In the future, if you wish to increase or to decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or insurance company upon the renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by your insurance agent or current insurance company when you extend, change, supersede, or replace your automobile liability insurance policy.

Please read this form carefully. Your insurance agent or your insurance company must answer any questions which you may have. If you have any further questions, you may contact the Department of Insurance at:

Office of Consumer Services

South Carolina Department of Insurance

Capitol Center

1201 Main Street

Suite 1000

Columbia, SC 29201

Post Office Box 100105 Columbia, South Carolina 29202-3105

(803) 737-6180

(800) 768-3467

E-mail Address: consumers@doi.sc.gov

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2. Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase additional uninsured motorist coverage? ☑ YES ☐ NO

If your answer is "NO", you must sign here: _____

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☑ I select 100 / 300 / 25 split limits; OR

☐ I select _____ single limit.

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3. Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase optional underinsured motorist coverage? ☐ YES ☑ NO

If your answer is "NO", you must sign here: X Chuck & Shonda Wade

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☐ I select _____ split limits; OR I

☐ select _____ single limit.

Please apply to all vehicles

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4. Applicant's Acknowledgement

By my signature, I acknowledge that I have read, or I have had read to me, the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under any of these coverages is subject both to the terms and conditions of my automobile insurance policy and to the laws of the State of South Carolina.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding pages have been selected by me. This is the type and amount of insurance coverage I wish to purchase.

Type or Print Your Name: Charles & Shonda Wade

Your Signature: X Charles & Shonda Wade

Your Address: _____

ZIP Code: _____

Today's Date: _____

Effective Date: _____

Exhibit 6

SOUTHERN MUTUAL
INSURANCE COMPANY

P.O. Box 7009
Athens, GA 30604-7009
(706)543-5283
www.southernmutual.com

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Personal Auto Declarations Page

Coverage provided by:
Southern Mutual Insurance Company

Policy Number:	**PAZ 7709961-01**
Policy Type:	**Personal Auto**
Reason Issued:	Amendment
Change Effective Date:	08/05/2017

Named Insured & Mailing Address:
Wade Shonda & Charles
[redacted]

Your Agency:
COUNTYBANC INS SERVICES INC
419 Main Street
P O Box 309
Greenwood, SC 29648
(864) 942-8000
Agency Number: 0103620

Policy Period: From **08/05/2017** to **08/05/2018**

This policy period begins and ends at 12:01 a.m. at the address of the named insured stated herein.

Your policy consists of these declarations page(s), the policy jacket and the applicable policy forms and endorsements. This supercedes any previously issued declarations page(s) for this policy period.

This change resulted in a decrease of **$171.00** in premium.

Amendment Reason(s): Decrease Undpd Rejected
Decrease Underinsured Motorist Coverage Rejected

Total Policy Premium Summary

Program: Preferred IV XL

This Personal Auto policy includes coverage for the following:

Premium Summary

Vehicle	Year	Make / Model	Type	Premium
1	1993	Chevrolet / GMT-400	Private Passenger	$387.00
2	2002	BMW / 325	Private Passenger	$574.00
3	2013	Nissan / Altima	Private Passenger	$895.00
			Total Policy Premium	**$1,856.00**

Save Money With Our Auto Paid-in-Full Discount Offer!

Here's how it works.
Pay your qualifying policy in full on your first payment.

Policy Premium without Discount:	$1,856.00
Paid-in-Full Discount:	($81.00)
Policy Premium with Paid-in-Full Discount:	**$1,775.00**

(Your invoice will be mailed separately.)

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Policy Discount Summary

Chargeable accident occurring on 05/15/2017 is not being surcharged since you qualify for our First Accident Forgiveness Program.

The following policy discounts have been deducted in determining your Total Policy Premium:

Discount	Amount
1 Year Longevity Discount	-$42.00
5 Year Loss Free Discount	-$158.00
Account Credit Applies To All Vehicles	-$185.00

Driver Information

Driver ID	Driver Name	Birth Date	License Number
1	Shonda	08/21/1978	On File
2	Charles	02/14/1970	On File

Insured Vehicles and Schedule of Coverages

Insurance is provided where a premium is shown for the coverage.

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267

State: SC **Territory:** 007 **Symbol(s):** 08 **Class Code:** 889120

Vehicle Use: Pleasure or work under 3 miles **Work/School Days:** 5 **Miles:** 00 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$100.00
Property Damage Liability		$100,000 Each Accident	$64.00
Medical Payments		$5,000 Per Person	$14.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$40.00
Collision Loss	$250	Actual Cash Value	$88.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$387.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause

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Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267 *(Continued)*

Vehicle Level Endorsements *(Continued)*

PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

Multi-Car Discount

Additional Interests:

Commercial Bank, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284

State: SC **Territory:** 007 **Symbol(s):** 16 **Class Code:** 884220

Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 5 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person	
		$300,000 Each Accident	$104.00
Property Damage Liability		$100,000 Each Accident	$66.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person	
		$300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$104.00
Collision Loss	$250	Actual Cash Value	$208.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$574.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

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Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284 *(Continued)*

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Interests:

Commercial Bak, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 3: 2013 Nissan Altima VIN: 1N4AL3AP5DN538765

State: SC **Territory:** 007 **Symbol(s):** 30/31 **Class Code:** 889220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 7 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person	
		$300,000 Each Accident	$112.00
Property Damage Liability		$100,000 Each Accident	$71.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person	
		$300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$210.00
Collision Loss	$250	Actual Cash Value	$410.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$895.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

ELECTRONICALLY FILED - 2022 Apr 15 10:08 PM - ANDERSON - COMMON PLEAS - CASE#2020CP0402533

Additional Policy Information:

Policy Level Forms and Endorsements

PP0001	06/98	Personal Auto Policy
PP1301	12/99	Coverage For Damage To Your Auto Exclusion Endorsement
PPD0178	09/13	Amendment Of Policy Provisions - South Carolina

STATE OF SOUTH CAROLINA	)	IN THE CIRCUIT COURT OF THE
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF ANDERSON	)	CASE NO: 2020-CP-04-02533
	)	
	)	
Donegal Insurance,	)	
	)	
PLAINTIFF,	)	
	)	
-vs-	)	TRANSCRIPT OF RECORD
	)	
Charles H. Wade,	)	
	)	
DEFENDANT.	)	
	)	
	)	

SEPTEMBER 20, 2022
ANDERSON, SOUTH CAROLINA

B E F O R E:

THE HONORABLE J. CORDELL MADDOX

A P P E A R A N C E S:

Karl Brehmer, Esquire
Attorney for Plaintiff

Thomas Hite, III, Esquire
Attorney for Defendant

LESA D. TAYLOR
Court Reporter

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PROCEEDINGS

THE COURT: Just before -- go on the record. This was set for a jury trial, and just for the record, we had a telephone conversation last week, and after looking through the -- some of the pleadings and some of the issues, we had a phone call and decided that it might be best tried without a jury, just because of the complexity of some of the stuff. And I just wanted y'all, for the record -- the Plaintiff and Defendant okay with ---

MR. BREHMER: Yes, sir.

THE COURT: --- waiving the jury?

MR. HITE: We consent to that.

THE COURT: Yeah. And I do -- the more I thought about it, the more that seemed like a good idea, only because the last couple of juries, I think Richard will tell you, about anything more complex than -- not real complex stuff, they just sort of -- their eyes glaze over and their mouths go open, and I don't know if they'd listen to this more than ten minutes, so. Okay, you want to just give me a rundown on ---

MR. BREHMER: Sure. Sure. And Your Honor, for the record, my name is Karl Brehmer. I'm representing Donegal Mutual Insurance Company. So that the Court understands why the paper that this policy is written on is different from Donegal, Donegal Mutual Insurance Company basically assumed the book of business of Southern Mutual Insurance Company in

2009 and in 2019, I believe, they quit writing personal lines of policies within the state of South Carolina. But, basically, this policy in question was written on Southern Mutual paper, but Donegal Insurance Company has assumed that obligation -- responsibilities and obligations under that policy, and are now the correct party in interest.

THE COURT: Okay.

MR. BREHMER: That facts of this particular case are, or what we intend to show is this, that the policy initially between Southern Mutual Insurance Company and Mr. and Mrs. Wade began on August 5, 2016. And at that time, there was an offering made of an additional uninsured motorist coverage, an option underinsured motorist coverage on a South Carolina Department of Insurance compliant form, and the policy was issued on August 5 of 2016 ---

THE COURT: Okay.

MR. BREHMER: --- for a policy period of 12 months. And it came up for renewal in August of '17, and sometime around the end of July of '17, Mr. and Mrs. Wade received their policy renewal notice with the premium notice.

At that point, Mr. Wade contacted the Countybanc Insurance Services, which was the agent that wrote the policy. He spoke with a Ms. Michelle Rogers, and had some communications with Ms. Linda Barnes. Ms. Barnes is here from Countybanc to testify as to authenticity of their records.

The subject matter of that conversation was that Mr. Wade wanted to eliminate the underinsured motorist coverage from his policy.

There was conversations -- communications between the parties, do you really want to eliminate it, or would you like to reduce or change the value on it? And finally, there was a definitive determination that it was to be eliminated. The policy was eliminated -- the underinsured motorist coverage was removed from the policy effective August -- I think August 5 of 2017.

In November of 2017, Mr. Wade was involved in a motor vehicular accident, and has now settled with the at fault party and a covenant not to execute, and has brought an underlying claim resulting from the accident, and has made the claim for underinsured motorist coverage. We are going to hopefully prove to the Court, providing documentation, to support the fact that the policy has its exception. There was an effective -- compliance at the South Carolina Department of Insurance -- effective offer made of underinsured motorist coverage. That offer was accepted. It was on the policy. It was on the policy for approximately 12 months.

The policy was amended at the end of the 12 months at the renewal date, but that coverage was deleted, which did not require a new offering of underinsured motorist coverage. And after the policy -- the underinsured was deleted, that the

accident occurred, and that there is no underinsurance motorist coverage in effect that would apply to the November 2017 loss.

THE COURT: So, the allegation is it was deleted in the phone call with the bank?

MR. BREHMER: It was deleted, and there's communications and emails between the parties verifying it, and they signed off on that it was deleted.

THE COURT: Okay. Okay. I understand.

MR. BREHMER: Okay.

THE COURT: You disagree with that, I assume?

MR. HITE: I disagree with that, Your Honor.

THE COURT: I'm shocked, but yeah.

MR. HITE: And from a factual standpoint, what we disagree with is the reason for the Wades contacting Countybanc, and for the purposes of which they discussed changes to or additional or new policies, and they are prepared to testify about that. They are also prepared to testify that another offer was made and we've got that. It will be in the record, the offer that was made for the additional underinsured does not comply with the statute. So, that's our position, is that once the offer's made, it has to comply with the statute, and this one doesn't.

THE COURT: Okay, well, the best way to handle this, why don't y'all call your witnesses, and then if you can agree on

introduction, stipulate evidence, I will -- I won't keep you here while I read it all, but I'll take it under advisement for a day or two, and let you know what ---

MR. BREHMER: For the record, I believe we stipulate to Plaintiff's Exhibits 1 through 7, and 9 and 10. Is that correct, Mr. Hite?

MR. HITE: That's correct.

MR. BREHMER: And we stipulate to Defendant's Exhibits 1 and 2. The only one not ---

MR. HITE: I'm sorry to interrupt you. Ten and 11.

MR. BREHMER: Okay, 10 and 11 ---

MR. HITE: Or actually, just 11. I'm sorry.

MR. BREHMER: Okay.

MR. HITE: Yeah.

MR. BREHMER: All right.

MR. HITE: So, it's 7 -- no, 8, 9, and 10 are in dispute, and the rest are admitted.

THE COURT: Okay.

MR. HITE: And Defense Exhibits 1 and 2 are admitted.

MR. BREHMER: Yes.

THE COURT: Okay.

MR. HITE: And we can address the issues with the evidence now, or we can wait ---

THE COURT: Let's just do it when you try to introduce it, okay? And then I'll -- okay. You can call your first

witness.

MR. BREHMER: Ms. Sandra Booth, please.

MR. HITE: Your Honor, at this point, I would make an objection to Ms. Booth testifying in the case, and the reason for that is, I hadn't been disclosed that she would be a witness until the pretrial briefs were submitted. The pretrial briefs were submitted by Mr. Brehmer, and he, in pretrial discussions, he brought up the issue that discovery -- I didn't issue discovery in this case.

However, all discovery in this case has been done under the caption of the underlying PI case -- the underlying motor vehicle accident case. And we've disclosed and given to each other documents and named witnesses, all during -- under that caption. And, as a matter of fact, even the deposition's exhibits that were submitted and the caption on that -- on the deposition were that of the underlying wreck case.

And so, I think as a matter of law, those -- the joint and operating -- the way that we were operating the case, handling discovery under that case caption, and then this witness being here today, and the first time I'm hearing about her was on Friday of last week. She should be excluded from testimony today.

THE COURT: What generally is she going to testify about?

MR. BREHMER: The contents of the underwriting file.

THE COURT: Okay. If that -- I understand your

objection.

MR. HITE: Thank you.

THE COURT: And you're noted for the record.

MR. HITE: Thank you.

THE COURT: I'll allow her to testify subject to that limitation.

MR. HITE: Okay.

Thereupon,

SANDRA BOOTH

was called as a witness, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BREHMER:

Q Ms. Booth, by whom are you employed?

A Donegal Mutual Insurance Company.

Q How long have you been so employed?

A Twenty-seven years.

Q And what is your job title?

A Personal alliance underwriter.

Q Okay. And how long have you been such with Donegal?

A Twenty-seven years.

Q Okay. What is the relationship, in a nutshell, as to Southern Mutual Insurance Company and Donegal Mutual Insurance Company?

A Southern Mutual affiliated with Donegal, actually twofold

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to open up opportunity for Southern Mutual to be able to write commercial lines for businesses in South Carolina and for Donegal to actually have access to write business in South Carolina. At the time, they did not.

Q Okay. All right. Now, are you familiar with the contents of the underwriting file of Charles and Shonda Wade?

A I am.

Q And have you got that file here today, the entire contents?

A I do.

Q Okay. Have we selected portions of the underwriting file for admission into evidence today?

A Yes.

Q Okay. Would you please tell the Court what Plaintiff's Exhibit number 1, which has been previously agreed to and is in evidence, is?

A This is the South Carolina offer of additional uninsured motorist coverage and optional underinsured motorist coverage.

Q And what is the date of that?

A The policy effective date was 8/5.

Q Of what year?

A I'm sorry, 2016.

Q Okay.

A When the policy was issued.

Q Okay. Is that a true and accurate copy of the form from

the underwriting file?

A Yes.

Q Okay. And is it on a South Carolina Department of Insurance compliant form?

A Yes.

Q And does it address both uninsured motorist coverage and underinsured motorist coverage?

A It does.

Q Okay. And did Mr. and Mrs. Wade choose policy of underinsured motorist coverage on August 5 of 2016?

A Yes.

Q Okay.

A Let me just -- uninsured and underinsured.

Q Underinsured and uninsured. Okay. Now. All right. So, they had underinsured coverage effective August 5 of 2016, correct?

A Correct.

Q Now, what is -- you can just leave that there. What is the Plaintiff's Exhibit number 2?

A This is a declarations page. It's a policy amendment.

Q Okay.

A Change effective date of 8/5/2017. It was for the term 8/5 of 2017 to 8/5 of 2018.

Q Okay. And that amendment -- was that -- what was that for?

A This was a change in the underinsured motorist coverage.
Q Was the underinsured motorist coverage deleted from the policy at that time?
A It was.
Q Okay. And is Exhibit number 2 a fair and accurate representation of the document from your underwriting file?
A Yes.
Q Okay. I'm going to show you what has been marked as Plaintiff's Exhibit number 3. Would you please tell us what Plaintiff's Exhibit number 3 is?
A This, too, is a personal auto declarations page.
Q Okay.
A It is an amendment to the underinsured motorist coverage.
Q Okay.
A It is decreasing coverage.
Q Okay.
A Change effective date is 8/5/2017.
Q Okay. Now, how is this change different than the documents under Exhibit number 2?
A This particular change amended the underinsured motorist coverage to 25/50/25 limits.
Q Okay.
A Exhibit 2 removed the coverage from the policy effective 8/5/2017.
MR. BREHMER: Your Honor, I don't mean to be rude, but

can we stop the chomping the ice? I'm sorry, that's very distracting.

CLERK: I am so sorry.

MR. BREHMER: Would you? Thank you.

THE COURT: Enough said.

MR. BREHMER: I understand.

THE COURT: He loves that ice.

MR. BREHMER: I do, too, but I can't listen to him with this ear. I'm simple, Judge, I can't do but one thing at the time.

THE COURT: I love the boy, but he's slow.

CLERK: I deeply apologize.

BY MR. BREHMER:

Q Okay, Exhibit number 3, it would have come into effect before Exhibit 2?

A Yes, sir.

Q Okay. So, what does Exhibit number 3 change as to underinsured motorist coverage from what level to what level?

A Well, it changes the underinsured motorist bodily injury $25,000 each person, $50,000 each accident, property damage 25 each -- $25,000 each accident. Exhibit 2 removes it altogether.

Q Okay. So, Exhibit number 3 would have taken place before Exhibit number 2?

A That is correct.

Q Okay.
A And the reason I know that is the dates ---
Q Okay.
A --- at the bottom.
Q Would you explain to the Court what you mean -- which dates at the bottom?
A That's a processing date. So, the date it comes into the system, the bottom page is the date, and the bottom date on this page tells the date it was processed through the system.
Q Okay. So, on August 1 of 2017, they changed their limitations from 100/300/100 to 25/50/25?
A 100/300/25 limits were changed to 25/50/25.
Q On August 1? Okay.
A That's when it went through our system. It was changed effective 8/5 as far as the policy term.
Q Okay. Okay. And on 8/8, which is Exhibit number 2, it was eliminated altogether?
A Yes, sir.
Q Of 2017?
A Yes, sir.
Q Okay. Okay. And is Exhibit number 3 a fair and accurate record that came out of your underwriting file?
A Yes, sir.
Q Okay. Now, what is Exhibit number 4?
A Exhibit number 4 is a declarations page for an offer of

insurance effective 8/5/2017 to 8/5/2018. This was a change adding account credit.

Q Okay.

A This was processed on 6/29/2017 ---

Q Okay.

A --- through our system. The change effective date, 8/5/2017.

Q Okay.

A This was for auto account credit.

Q What did they get an account credit for?

A For adding a homeowner policy with us as well.

Q Okay. And that's the subject matter of Exhibit number 4?

A Yes.

Q Okay. Is Exhibit number 4 a fair and accurate record?

A Yes, sir.

Q Okay. What is Exhibit number 6?

A This is the South Carolina auto supplement.

Q Okay.

A It is an offer of additional uninsured motorist coverage and optional underinsured motorist coverage.

Q Okay.

A In this case, it was signed, rejecting this coverage.

Q Okay. So, Mr. and Mrs. Wade rejected that coverage?

A Yes, sir.

Q And on what date was that?

A August 2017.

Q August of 2017. So, they had the underinsured motorist coverage on their policy and does this document verify that they deleted it?

A Yes, sir.

Q Okay. And is Exhibit number 6 a fair and accurate document of your records?

A Yes, sir.

Q Okay. What is Exhibit number 9?

A The original copy of the declarations page for coverage effective 8/5/2016 to 8/5/2017.

Q Okay. And is this the declarations sheets of coverage for Mr. and Mrs. Wade's policy for that time frame?

A Yes, sir.

Q And does it include underinsured motorist coverage?

A Yes, sir.

Q Okay. And does it have underinsured motorist coverage at limits of 100/300/25?

A Yes, sir.

Q Okay. Is this a fair and accurate copy of the record?

A Yes, sir.

MR. HITE: Your Honor, no objection to that piece of evidence.

THE COURT: Okay. Without objection.

(Wherefore,

Plaintiff's Exhibit 9

was entered into evidence.)

BY MR. BREHMER:

Q Okay. I'm going to show you what is Plaintiff's Exhibit number 10. Could you please tell the Court what that is?

A This is an actual personal auto policy agreement, a contract that would be included enclosed with the original offer of the policy.

Q Okay. And is that a fair and accurate copy of the policy of insurance that defines the insured and the insurer's rights and obligations between those respective parties?

A Yes, sir.

MR. BREHMER: Okay. We'd move Exhibit number 10 into evidence.

MR. HITE: The only objection I have with that, Your Honor, is the first I saw that is today. And same objection as with her testimony.

THE COURT: Okay. Yeah, I'll allow it, subject to -- I mean, it was in the file, and she's identified it, so ---

MR. BREHMER: Okay.

THE COURT: But I understand your objection.

MR. HITE: Thank you.

THE COURT: Overruled.

(Wherefore,

Plaintiff's Exhibit 10

was entered into evidence.)

BY MR. BREHMER:

Q Would you please identify Exhibit number 11?

A This is the South Carolina owner supplement, offer of additional uninsured motorist coverage and optional underinsured motorist coverage.

Q Okay. And it is dated August of '17?

A Yes, sir.

Q Okay. And it's got several attachments behind. There's another supplement that's attached to it on the back.

A Yes, sir. Page 3 of 5 ---

Q Yes.

A --- is acceptance of additional uninsured motorist coverage. Page 4 of 5, offer of optional underinsured motorist coverage. It is checked no.

Q Okay. And it's also got please write all vehicles in handwriting?

A Yes.

Q And on page 5 of 5, is it signed by Mr. and Mrs. Wade?

A Yes.

Q Okay. Okay. And is that a true and accurate copy of the records in Donegal's file?

A Yes.

MR. BREHMER: Okay. We'd offer Exhibit number 11 into evidence.

THE COURT: Any objection?

MR. HITE: No objection.

THE COURT: Without objection.

(Wherefore,

Plaintiff's Exhibit 11

was entered into evidence.)

MR. BREHMER: Okay. Could I ask the Court 5, 7, and 8, are any of those in evidence or not?

MR. HITE: Eight was not.

MR. BREHMER: Okay. But 5 and 7 are?

MR. HITE: Yes, sir.

MR. BREHMER: Okay. Thank you.

BY MR. BREHMER:

Q I'm going to ask you about 5, 7, and 8. This is a series of communications between and among the agent and the insured. Was that part of your underwriting file?

A The addition, yes.

Q Ma'am?

A Yes.

Q Okay. And do those communications document that the insured wished to cancel his policy of insurance -- well, of underinsured motorist coverage?

A This is a request for an insured to sign the form ---

Q Okay.

A --- to cancel the coverage.

Q I'm going to show you Plaintiff's Exhibit number 7. That's another series of emails that -- is that in your underwriting file?

A This -- yes.

Q Okay. And is there an email dated August the 8th, 2017, which is time-stamped at 1:10 pm from Mr. Wade to Ms. Michelle Rogers, who is a representative of Countybanc Insurance Services, where he specifically says, I want to completely reject the UIMBIPD?

A Yes.

Q Okay. And is that rejection of the UIMBIPD consistent with the policy terms with Southern Mutual from August 8, 2017 forward?

A Yes, sir.

Q Okay. On August the 8th, 2017, earlier in the day at 8:44 am, did not Ms. Michelle Rogers write to Mr. Wade and say, per my conversation with Shonda this morning, she advised that you guys wish to reject the UIM completely for bodily injury and property damage. If so, you will need to let me know that you wish to completely reject the UIMBIPD. Otherwise, there will be UIMBIPD coverage of 25/50/25 on your policy.

A Yes, sir.

Q Okay. Does that email provide clarification as to why there were two amendments to your policy, the first amendment producing the BIPI -- UMBIPI -- UM -- UIMBIPD to 25/50/25, and

then secondly eliminating the UIMPD?

A Yes.

Q And is that consistent with the documents that you've previously put into evidence, where you had the two amendments?

A Yes, sir.

Q Okay. Are the documents that you've offered into evidence here today true and accurate representations of the records in Donegal Insurance Company's file?

A Yes, sir.

Q Okay. And do these records accurately and properly reflect that Donegal Insurance Company did not provide underinsured motorist coverage after August 8, 2017, to Mr. and Mrs. Wade?

A August the 5th.

MR. BREHMER: August the 5th, 2017. Okay. Thank you, ma'am. Answer any questions Mr. Hite may have.

CROSS EXAMINATION

BY MR. HITE:

Q Ms. Booth, I'm going to show you again -- you have 5 and 7 in front of you? Plaintiff's 5 and 7?

A I do.

Q Okay, at the top of 5 and 7, do you see my office logo, obviously on the top left of that?

A I do.

Q Okay. And then do you see, it says Charles Wade to Thomas Hite, III, which is me, of course. And then the date off to the right, October 6th, 2021, at 10:37 am?

A Okay.

Q And now you just testified that this document is in your claims file as an underwriting portion of your claim. That's not true, is it?

A I didn't testify to the claims file. Underwriting file.

Q Okay, excuse me.

A I don't work in claims.

Q All right. Let me rephrase it. You just testified that this was in your underwriting file, isn't that true?

A This is what was printed out and given to me in the underwriting file. Everything that was presented to you, yes.

Q But, I mean, I was just given a copy of your underwriting file, and in fact, these are emails that I had gave to your attorney, and they are nowhere in your underwriting file, isn't that true?

A The only thing that would not be in my underwriting file might be an email that was sent from an agent to the insurer. If it was sent to us as a company, yes, it would be in our underwriting file.

Q Would you like to look at -- go through your underwriting file again to see if these emails are in there?

A If you would like for me to.

MR. HITE: Sure.

THE COURT: Yeah. I actually need to take two minutes, so let her go through that. I'll be right back.

MR. HITE: You want your underwriting file, or do you want the one I have?

MR. BREHMER: Her copy.

THE COURT: I'll be right back, y'all.

MR. HITE: Yes, sir.

(Brief recess.)

THE COURT: Did you have a chance to look through it?

MS. BOOTH: I have.

THE COURT: Okay. Yes, sir.

BY MR. HITE:

Q Ms. Booth, before we took a quick break, I asked you if 5 and 7, Defense -- or Plaintiff's 5 and 7 were in your claims file. Did you have an opportunity to look at your -- I'm sorry, I keep calling it a claims file. I'm so used to claims file -- underwriting file?

A I did.

Q Were they in there?

A The emails -- no.

Q Okay.

A The emails I have -- these are from the agency. These are not from my file. But what I do have, if I could point these two emails out.

Q Sure, I'll be happy to look at them.

A Okay.

MR. HITE: May I approach, Your Honor?

THE COURT: Sure.

MS. BOOTH: That's underwriting advising an agent how they need to handle -- this was the agency's email on how they handled, and this was on August 1st, they want to reject the UIM coverage that was sent back from the agent to Donegal that's in our underwriting file. So, in answer to your question, these emails are agency emails. The agency would have sent these emails to us in regard to the same information, if that makes sense.

BY MR. HITE:

Q Okay, and then there's a -- in one of these, it says, in reviewing this account, it looks as if the insurer already has these limits. Please advise.

A Yes. So, I'm not underwriter on this file. This underwriter is retired. But, what would have happened is he would have looked at the file when the email came in. Probably, he -- I mean, I can't say. Maybe he received a call, but he's looking at it, and he's saying, based on -- the only thing I can tell you -- probably a phone call. He responded back that those are the same limits. Then this came in, and he told them they would have to sign the form if they were going to change the limits. And then we received this,

is the last email that I have that says the exact same thing that was sent here that says I want to completely reject the UIM. This is from the insured, from the agent -- they say they want to reject the UIM.

Q Okay.

A So, this is the insured communicating with his agent, which would be the course of business. And then the agent reviewing with the company.

Q And then the company, Mr. Garrison, he's no longer working with the company, correct?

A That's correct. He's retired.

Q But he is still alive?

A Yes, sir.

Q And he could have come and testified as to the contents of those emails and any kind of communications he had with Ms. Rogers, correct?

A I don't know his current status. I mean, he's alive.

Q Okay. That's all I'm asking. And you weren't privy to those communications between Ms. Rogers and Mr. Garrison?

A No, sir.

Q And where do you -- where's your office?

A Currently I'm at home, but my office is the southeast regional office, which is in Athens, Georgia.

Q And ---

A At the time, when we wrote in South Carolina, everyone

was in that office.

Q In Athens?

A Yes.

Q And where do you live now?

A Watkinsville, Georgia.

Q And do you manage claims in South Carolina?

A No.

Q I'm sorry. I don't mean claims. Do you manage policies and agents in South Carolina?

A We no longer write in South Carolina, except for commercial and interpersonal lines. No.

Q And Mr. Garrison, in those emails with Ms. Rogers, was saying that we need a form filled out. What form would that be?

A It was their rejection.

Q Is that the rejection form that we discussed as ---

A Yes.

Q --- number -- Plaintiff's number 11?

A Yes.

Q Do you know the rules in South Carolina as it relates to this form?

A As -- can you give me more specifics as to -- I mean, I know the forms were all filed to the insurance commissioner in South Carolina -- the state of South Carolina.

Q Well, let's flip the page that's marked -- well, it'll be

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page 4 of 5 on that offer form. On the copy of the offer form in front of you in Defense 11 -- I mean Plaintiff's 11, are the amounts for those premiums filled in?

A No.

Q Do those amounts have to be filled in for that offer to be a valid offer in South Carolina?

A Not to my knowledge.

Q Who would know that at Donegal?

A Going back to South Carolina, perhaps Mitch Parham, who was the underwriting manager -- excuse me, claims manager at that time. But I will say that under this form, if you select the optional underinsured motorist coverage, an additional premium would be charged. And then it says the schedule below indicates the premium charges for minimum and increased limits. But they rejected the coverage. So, I don't think that the premium would have been there. I don't know.

Q Is it your understanding from Donegal's perspective that if you make an offer of additional underinsured insurance, that it has to be a valid offer in South Carolina?

A If we make an offer?

Q Yes, ma'am.

A Well, the insured requests to have the coverage, either accept or reject the coverage. Is that what you're asking me?

Q Yes, ma'am. If an offer by Donegal ---

A Okay.

Q --- is made to an insured or a new insured -- potential insured, does that offer have to be a valid offer, according to the Department of Insurance?

A No, sir.

Q And it's your testimony that you don't know, or that it doesn't have to have the policy premiums listed for the alternative choices of underinsured?

A The premiums must be listed on the declarations page. I cannot attest to whether they are to be listed on the actual endorsement form. But, I've never seen one done that way in underwriting in South Carolina.

Q Okay.

A That's the only thing I can attest to.

Q So at -- from Donegal's perspective, while they wrote in South Carolina, all offer forms that they presented previously did not have the premiums filled in?

A Not on this form. Not if it was this form. I underwrote in South Carolina many years ago. I did not underwrite with this agency, and I did not see any premiums listed on the forms. But they are always listed on the declarations page.

Q Which does not accompany the offer, correct?

A It's not what?

Q It doesn't accompany the offer.

A Of this?

Q Correct.

ROA 0126

A It does. The application accompanies this form and initial submission, and then once the offer is made by the company, the declarations shows the actual premiums per item of what they've accepted for coverage.

Q Correct. But declarations pages come after the fact the offer has been made and the offer's been accepted, correct?

A Absolutely. But the application is the offer. It is the initial offer. It is the form that is signed by the insured at acceptance of the coverage in the policy.

Q Okay. And one more point on Plaintiff's 11. It says carrier, and then on the top right -- it's on the first page.

A Oh, sorry.

Q It says carrier Main Street America Protection Insurance Company. Is that anybody that you've ever worked for?

A No, I've never worked for Main Street America.

Q But your company used this form to deny and withdraw UIM coverage from my client, correct?

A It is listed on this form.

Q Okay. And I also want to show you Plaintiff's 1. We'll go back to it. This is the ---

A What exhibit?

Q Plaintiff's 1. This one has Southern Mutual's name on it. And this is -- has been purported, I believe from the claims, that this was the initial offer of underinsured motorist coverage, which they accepted, correct?

A That's correct.

Q And it does have the premiums per vehicle on it, correct?

A This one does.

Q Okay. And then again, I'll show you -- I just want to reiterate something on page 2 if we can. The final -- or the second to last full paragraph -- and I'm going to -- let me ask it this way first, before we read that paragraph. If you change -- if you revoke and change, and that's solely what you're doing, taking off UIM so you can get a lower premium, does one of these forms have to be filled out again?

A Yes.

Q Okay. All right, well, let's read this paragraph, then, out loud. And if you could read out that second to last paragraph.

A In the future?

Q Yes, ma'am.

A In the future, if you wish to increase or decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or insurance company upon renewal of your auto liability insurance policy. You will not be presented with another copy of this form by your insurance agent or current insurance company when you extend, change, supersede, or replace your

ROA 0128

automobile liability insurance policy.

Q So, I want to make sure we're correct. Donegal's position is -- is Donegal's position that they do not need to submit and do one of these every time there's a change in the policy, or that they do?

A We require that.

Q Even though it's in your form that you don't?

A This form is a possibility -- I mean, forms changed, and we would refile these forms with the state insurance commissioner. So, I can't say if the form from the time it was originally signed to the second form that was signed, I can't say that there wasn't a change within the Department of Insurance, that we adopted a different form. And yes, Donegal's policy would have required a new signature. That's an underwriting rule. We do it for all of them.

Q A new signature on what form?

A On the current -- whatever is currently filed. So, that's what I'm saying. This was the current form at the original application, and then they adopted a new form. Then this form would have been filed. So, I don't know if it was or not.

Q You weren't privy to any conversations between my clients and Linda Barnes, were you?

A No, sir.

Q You weren't privy to any conversations between my client

ROA 0129

and Michelle Rogers, were you?
A No, sir.
Q You can't give me any kind of testimony as to what Mr. Garrison did as underwriter of the claim?
A I worked with him for a number of years, but I do not know what he did on this policy other than what I see.
Q And you can't testify as to any conversations that Garrison and Rogers had?
A I cannot.
MR. HITE: And -- all right -- beg the Court's indulgence for just a second.
THE COURT: Sure.
BY MR. HITE:
Q Very briefly, let's talk about the dates and how this shook out with essentially the same day there was a policy provision where they put underinsured on there of 25/50, and then they said the same day, no, we're taking it off altogether. Can you explain why or how that might have happened?
A Only based on the emails that I saw. So, perhaps the agency can. I know that the coverage was there. There was some indication the insured wanted to decrease or remove coverage, so the agent made that change under the policy. That was not a company change. That was an agency change. And then the agency change came in to remove it altogether.

Q Can a person make a decision about decreasing or removing without knowing the policy premiums?
A Sure.
Q Is that customary for people to make decisions about whether they keep or reduce coverage without knowing what the premium is?
A I'm not an agent, I don't sell the policies. I just write them, but, personally speaking, yes. I mean, if I ---
Q And you said -- you testified on Plaintiff's 4, this June 29, 2017, how do you know that this $185 in premium is designated as putting a house on the policy or something?
A It was supporting a homeowner policy, so it was a separate policy. So, if an insured has the home and the auto coverage with us, there's an account credit given.
Q Is there anywhere on that form that says that?
A Yes, it says add account credit. But, that's what it says. Add account credit. But, I mean, it doesn't say it gave them a credit of $185 because they had their home and auto. That's a renewal -- that's picked up at renewal, so that's an annual credit.
Q But how do we know, other than just you testifying? Is there anywhere on this form that says they now have a policy -- homeowner's policy with the company?
A Other than add account credit, which I'm assuming that the agent would have told the insured they were eligible for

that if they have their home and auto. That would be it, something the agency would have sold.

Q There's other things that could cause for an account credit to be added, correct?

A It would be detail listed.

Q But this one's not detailed.

A No, this is just add account credit, which means add an account credit, because they have another account with us. That's ---

Q Okay.

A --- probably because of the amount of spaces they had, that's why it's shortened, but.

Q Okay.

A It was a credit for $185.

Q But there's nothing in that document that says that it's a homeowner's policy?

A No.

Q Okay. Do y'all backdate UIM coverage?

A Do we backdate it? Not to my knowledge.

Q Is that something that you've ever seen an agent do or ask for?

A I have declined that from agents that tried to backdate endorsements, yes.

Q Okay. All right. Let's look at Plaintiff's number 5, please. Do you have the final -- last page on that?

ROA 0132

A Is it from Michelle?
Q Michelle Rogers to Charles Wade. Can you read that to the Court? Just the email portion.
A We will need another signed form that is dated if we need to go further back than 8/5/2017 and remailed to us.
Q Okay, and what would you take that to mean?
A I would take that to mean she's asking -- telling them that they would need to sign something further back. That doesn't mean we would accept it, but that is what she is saying.
Q Okay. Would the agent not offer to do something that she wasn't customarily doing with the company?
A Happens all the time.
Q Do you know if you rejected her in this situation?
A I do not.
Q Do you know if Mr. Garrison did?
A I do not.
Q Do you know if Donegal did? Did anybody at Donegal?
A I don't recall seeing that.
Q Okay. But, Ms. Rogers is an agent of -- she writes for y'all?
A That's correct.
Q Okay. So, you're okay with her being an agent for you when she binds you on an email from Mr. Wade about canceling his UIM, but you're not okay with her speaking out for you

here where she's offering to backdate a policy, are you?
A I'm not saying that. I'm saying that it would have been reviewed, and possibly, if they -- if Garrison had decided that he would accept that, he would have asked for a signed statement stating that there had been no claims to backdate any kind of coverage like that.

MR. HITE: Okay. Beg the Court's indulgence for just a minute. No further questions, Your Honor.

THE COURT: Anything on redirect?

MR. BREHMER: Just a couple of follow-up. Ms. Booth, could you pull up those two emails that you showed Mr. Hite? I would mark the next Plaintiff's Exhibit. I think it would be 12.

MR. HITE: Same objection, Your Honor, about receiving those before today.

THE COURT: Okay. Yeah, it's noted. Overruled. I'll allow you to ---

REDIRECT EXAMINATION

BY MR. BREHMER:

Q If you could identify for the record what Exhibit number 12 is.

A It's an email between the agency and the underwriter.

Q Okay. Is that the email that you referred to in Mr. Hite's testimony earlier?

A Yes, sir.

Q And it's now marked into evidence as Plaintiff's Exhibit 12?

A Yes, sir.

Q And Exhibit number 13. Could you please identify what is Exhibit number 13?

A It's an email from the agent to the underwriter.

Q Okay, is that one of the emails you referred to in Mr. Hite's cross-examination?

A Yes, sir.

Q Okay, is that part of the record?

A Yes, sir.

MR. BREHMER: Your Honor, we'd ask -- these are both two-page documents. I ask that the court reporter staple these and that these be entered into evidence as Plaintiff's Exhibits 12 and 13, respectively.

THE COURT: Yeah. Overruled. The parties ---

(Wherefore,

Plaintiff's Exhibits 12 and 13

were entered into evidence.)

BY MR. BREHMER:

Q Now, one last point. Go to Exhibit number 11 again, please. And go to page 2 of -- it's either 5 or 6. My glasses aren't strong enough.

A I believe it's 5.

Q Okay. The second full paragraph.

A Yes, sir.

Q You there?

A Yes, sir.

Q Okay. Does the second full paragraph read, if you reject optional underinsured or additional uninsured coverage shown on this form, and you are involved in an automobile accident that is not your fault, this form may be used by your insurance company as evidence against you if you make a claim for additional uninsured motorist coverage or optional underinsured motorist coverage? Correct?

A Yes.

Q Okay. And that is part of the body and content of Exhibit number 11?

A Correct.

Q All right. And the last question I had was -- I think it goes to Exhibit number 1. Do you know where Exhibit number 1 would be? Okay. Exhibit number 1 began at the time the policy began, correct?

A That's correct.

Q And Exhibit number 1 was the effective offer of underinsured motorist coverage, was it not?

A It was.

Q Okay. And the change in the underinsured motorist coverage from 100/300/25 to 50 -- I mean, 25/50/25 was a change in the policy, was it not?

A Correct.

Q The change from 25/50/25 to elimination was a change in the policy, was it not?

A Correct.

MR. BREHMER: Okay. All right. They were not new offerings of coverage, were they?

MR. HITE: Objection, Your Honor.

MS. BOOTH: No.

THE COURT: Yeah, don't lead, but.

MS. BOOTH: I'm sorry.

THE COURT: That's fine. I understand.

MR. BREHMER: Thank you, Ms. Booth.

THE COURT: Okay, you can step down.

MS. BOOTH: Okay.

THE COURT: Thank you. And those documents all are ---

MR. BREHMER: Yes, sir.

THE COURT: Okay. I'll have a copy of them.

MR. BREHMER: Your Honor, we would call as our next witness, Ms. Barnes.

Thereupon,

LINDA BARNES

was called as a witness, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BREHMER:

ROA 0137

Q Ms. Barnes, by whom are you employed?

A Countybanc Insurance.

Q Ma'am?

A Countybanc Insurance.

Q Okay. Who is Countybanc Insurance Services?

A That's the same.

Q Okay.

A It's Countybanc Insurance Services, Incorporated.

Q Now, how long have you been employed with them?

A Seventeen years.

Q How long?

A Seventeen.

Q All right. Now, I'll show you -- are you familiar with the Wade's file?

A Not totally.

Q Okay. I'll show you what has been marked as Plaintiff's Exhibit number 8. Is that an email from Countybanc's file?

A It is.

Q Okay. Is that a document that's kept in Countybanc's ordinary course of business?

A It is.

MR. BREHMER: Your Honor, we'd move Exhibit number 8 into evidence.

THE COURT: Any objection on 8?

MR. HITE: Same objection, Your Honor.

ROA 0138

THE COURT: Okay. All right, I'll overrule it, but note it for the record.

(Wherefore,

Plaintiff's Exhibit 8

was entered into evidence.)

BY MR. BREHMER:

Q The relevant exhibits -- do you have the exhibits up there? Okay. I'm going to represent to you Exhibits 5, 7 and 8, are the relevant exhibits in regards to Countybanc's involvement in this transaction. Was Countybanc the agent for Mr. and Mrs. Wade for this policy?

A They were.

Q Okay. And was this policy initiated on August 5 of 2016?

A It was.

Q Okay. And when it was initiated, was underinsured motorist coverage in the amount of 100/300 written on the policy initially?

A Yes, sir.

Q Okay. And at the first -- was it an annual renewal?

A Yes, sir.

Q On the first annual renewal, which would have been August of 2017 -- prior to that date, was there a request for a change by Mr. Wade or Mrs. Wade?

A There was.

Q Okay, and what was that request?

A To eliminate the underinsured motorist coverage.

Q Okay. And was there a query by Ms. Michelle -- could you tell the Court who Michelle Rogers was?

A She was an agent in our Greenwood location.

Q Okay, and was there a query by Ms. Rogers as to whether the insureds wanted to change or eliminate the coverage or decrease the amounts of their coverage?

A There was.

Q Okay, and was there an email by Mr. Wade that was sent on August the 8th, 2017 at 1:10 pm unequivocally stating that he wanted to reject the UIM coverage?

A Yes, sir.

Q Okay. And was that task accomplished?

A Yes, sir, it was.

Q Now -- and was there some involvement -- there is an email in here from you in Plaintiff's Exhibit number 5 that is dated July the 26th of 2017, okay, where you emailed Mr. Wade and said just sign the attached form where I can place an X -- where I have placed an X and take it by Michelle's office Friday or next week. What's the subject matter of that?

A Well, it could have been that she was out of the office and maybe she had failed to send the form, so I really can't answer. I can't go back that far, whether it was a telephone conversation with either Mr. or Mrs. Wade or with Michelle, who asked me to send that form to them.

Q And did you send the form to them, correct?
A I did. Mm-hmm.
Q Okay, and I mean, is this Exhibit number 5, does it properly represent what you sent out?
A Yes, sir.
Q Okay, and the form that you sent -- okay. It was -- what form were you referring to? Is that the form?
A The South Carolina optional un- and underinsured motorist form.
Q Okay. And that would be, let's see, Exhibit number 11. Would this be Exhibit number 11 that we're talking about?
A Yes, sir.
Q And the purpose of sending Exhibit number 11 was to have written verification that you -- they were rejecting underinsured motorist coverage?
A Yes, sir.
Q Okay. And was the principal reason stated for that on page 2, paragraph 2, that says the insurance company will use this against you if you make such a claim after you sign it?
A Yes, sir.
Q Okay, and Exhibit number 11 was to document and advise the insured that you can reject it, but we've got to have it in writing.
A Right.
Q Okay. And was it verification of that rejection?

ROA 0141

A Yes.

Q Okay. Just like Exhibit number 1, this form was the initial offering, which was dated August 5 of 2016, stating exactly what we offered you and what we were going to charge you, correct?

A Right.

Q Okay. Now, are Exhibits number 5, 7, and 8 documents that would have been created within the atmosphere of Countybanc Insurance Services?

A Mm-hmm.

Q Okay. Is that a yes.

A Yes, I'm sorry.

Q Okay, and they would have been done in an ordinary course of business?

A Yes, sir.

Q Okay. All right. And do they properly and accurately reflect what was done in the company?

A Yes, sir.

Q Okay. And do the documents speak for themselves?

A Yes, sir.

Q Okay. Now, you were only limitedly involved in the Wade's transaction?

A Right. We have five locations, and I'm in the Greenville location. This transpired in our Greenwood location.

MR. BREHMER: Thank you, ma'am. And, Your Honor, I

believe at this time now, before I sit down, make sure that Plaintiff's Exhibits 1 through 13 are in evidence?

THE COURT: Yeah. Right, or either stipulated to or admitted over objection.

MR. HITE: Correct.

THE COURT: Okay. You're good. And look, I'm being a little -- some of this stuff I'm going to allow in when I might not, but if afterwards y'all figure out something's missing, I've got no problem with you agreeing ---

MR. HITE: Yes, sir.

MR. BREHMER: Okay. Thank you.

MR. HITE: May it please the Court?

THE COURT: Sure.

CROSS EXAMINATION

BY MR. HITE:

Q Ms. Barnes, let's pull back up -- you said Plaintiff's 11, I think you said was the form that was sent out to Mr. Wade. And can you take a look at that and go back through all of the pages that are attached to form 11, because I want to make sure we've got an accurate description of what was -- was it number 11 or number 6, what went out to them?

A Well, number 11 would have gone out to them. I don't have a number 6.

Q I'm sorry about that. There you go.

A They're both the same.

Q Okay, but number 11, it's just for the purposes of the record, making sure we establish -- you wouldn't have sent all this extra pages like ---

A No, sir, this would have been the only thing that I would have sent with my email.

Q Just a form?

A Mm-hmm.

Q Okay. Yes, ma'am?

A Yes.

Q Okay. And that form is the offer of additional uninsured and offer of additional underinsured motorist coverage.

A Right.

Q That's right?

A Yes.

Q And if you make an offer -- if Countybanc makes an offer, does it have to be a valid offer?

A Now, when you say valid offer, I'm not sure I understand what you're talking about.

Q Does it have to comply with South Carolina statute?

A Yes, sir.

Q Okay. Does the form in Plaintiff's number 6 comply with South Carolina law?

A Yes, it does.

Q Is it your understanding of South Carolina law that you do not have to notify the individual, the insured -- future

insured or insured -- of policy premium amounts?

A Well, normally, they would have a quote, which would show the premium amount, and it would show the premium amount for the underinsured motorist coverage. And the ---

Q And on this form 6 -- Plaintiff's Exhibit 6, and this form that went out, it did not have those premiums, correct?

A Correct.

Q Were you privy -- okay, I think you said a minute ago and on your email signature, it says you work in Greenville, is that correct?

A I do.

Q And Michelle worked in Greenwood?

A Yes, sir.

Q You didn't work with her, or you didn't -- it wasn't where y'all were around the corner from each other working?

A No, sir.

Q And this was pre-Covid, so y'all were in the office?

A We were in the offices.

Q And y'all -- did you ever have any conversations with her about the Wades?

A No, sir.

Q Do you remember any conversations that you had with the Wades?

A No, sir, I do not.

Q Do you remember if you did at all?

A No, sir.
Q Okay. So, you can't testify as to any other conversations that went on between Michelle and Shonda Wade and Charles Wade?
A Only what's in the file as far as the emails that are sent.
Q Okay. I want to draw your attention to number 5 -- Plaintiff's 5, last page, where Michelle says, we will need another signed form that is dated if we need to go further back than 8/5/2017 and re-emailed to us. I guess it should be on the last page of that number -- Plaintiff's 5.
A Okay.
Q Is that customary for Countybanc and Donegal Insurance to backdate a UIM to get a credit for an insured?
A I honestly can't answer to that. It may be something that she had already arranged with the underwriter. Normally, no, we do not backdate.
Q But, would you interpret that email to say that she was offering to backdate?
A I would say that ---
MR. BREHMER: Objection, calls for speculation.
MS. BARNES: Yeah, I would say ---
THE COURT: Overruled. I'll allow it, if she knows.
MS. BARNES: I do not know.
THE COURT: Okay.

ROA 0146

MR. HITE: What is it that she is offering there, then?

MS. BARNES: Well, again, it could be that she spoke with the underwriter and this has apparently been going on for a while, and maybe he did agree to go back to the renewal date.

THE COURT: I'm trying to catch up. Ask your question again. Are you alleging that there might have been a backdate?

MR. HITE: I'm alleging that they offered to backdate.

THE COURT: Okay. I just want to make sure. And you don't know the answer?

MS. BARNES: I do not know the answer.

THE COURT: Okay.

MS. BARNES: No, sir.

BY MR. HITE:

Q And they have some kind of credit on the policy. Did you ever write, or did Michelle ever write a homeowner's policy for the Wades?

A I can't answer that without looking in our computer system.

Q Okay. Were you asked to look on your computer system before you came today?

A No.

Q Okay. Do you remember if -- do you remember on your own knowledge if you ever wrote a homeowner's policy for the Wades?

A I don't know, no, sir.
Q Do you -- is Michelle still working with Countybanc?
A No, sir.
Q When did she -- how did she leave Countybanc?
A She -- well, she retired. She wanted to spend time with her boys.
Q How many boys does she have?
A Two.
Q And where do they live?
A They were living in Greenwood, but I'm not sure where they're living now because her husband changed jobs.
Q But she's alive?
A Yes, sir.
Q But she's not here today?
A No, sir.
MR. HITE: Okay. No further questions, Your Honor.
THE COURT: Okay.
MR. BREHMER: Nothing further, Your Honor.
THE COURT: Okay. Ma'am, you can step down, thanks.
MR. BREHMER: That would be the Plaintiff's case, Your Honor.
THE COURT: Okay. I need to take another break, I'm sorry.
MR. BREHMER: Sure.
THE COURT: I need to make a quick phone call. I'm not

going to keep y'all here so the traffic will beat you to death. You've got two witnesses?

MR. HITE: Yes, sir.

THE COURT: Yeah. I'll be right back. And we'll get right into it. Sorry.

MR. HITE: I'm going to use the restroom, too.

(Brief recess.)

THE COURT: Okay, sorry about that. You can call your next witness -- first witness.

MR. HITE: The Plaintiff did rest? Your Honor, after completing the Plaintiff's case, I'd ask for a directed verdict ---. There was UIM coverage, and there should have been UIM coverage in the offer that they submitted to my clients was inadequate.

THE COURT: Okay. And I understand your motion, and that's denied for the present time.

MR. HITE: Thank you, Your Honor. And Your Honor, the defense calls Shonda Wade to the stand.

Thereupon,

SHONDA WADE

was called as a witness, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. HITE:

Q Mrs. Wade, you're married to Charles Wade, correct?

ROA 0149

A Yes, sir.

Q And how long have y'all been married?

A Almost 13 years.

Q Okay. And y'all had insurance through Countybanc Insurance with Southern Mutual, is that correct?

A Yes, sir.

Q And tell me a little bit about what policies y'all had with Southern Mutual.

A As far as I know, car insurance.

Q Did they ever insure your home?

A I'm not sure. We had so many policies ---

Q All right. We've got -- we've been shown what is marked Plaintiff's Exhibit 1, which is the -- strike that. Let's go to -- it'll be Defense Exhibit 2. I'm going to pass that up to you. And is that your husband's signature on that form?

A Yes, sir.

Q And when your husband received this form, he signed it Charles and Shonda Wade, correct?

A Yes, sir.

Q And it was not dated, as far as you know?

A I don't see a date.

Q Okay, just make sure the court reporter can hear when you answer.

A Okay. Yes, sir. I don't see a date.

Q And when your husband filled it out, the policy premiums

were not listed, is that true?

A I don't see them.

Q And the policy premiums weren't listed -- are still not listed on Defendant's number 2, correct?

A Yes, sir.

Q Now, there's been a lot of talk about emails that have gone back and forth between your husband and Linda Barnes, and then Michelle Rogers. Are you aware of those emails?

A Just the one to Michelle. We only spoke to Michelle -- I only spoke to Michelle.

Q Okay. I'm going to show you what's been marked as Defense Exhibit 1. And that first page of Defense Exhibit 1 is just a summary of the emails, is that accurate?

A Yes, sir.

Q Okay, and that's a summary of emails we put together for the purposes of this trial? Is that yes?

A Yes, sir.

Q Okay. And the emails that are attached here, they begin on July 26th, 2017, with Ms. Barnes emailing this UIM form to your husband, correct?

A Yes, sir.

Q Now, had you had conversations with somebody from Countybanc, either Ms. Barnes -- did you ever have a conversation with Ms. Barnes?

A Not that I recall.

Q Did you talk to Ms. Rogers?
A A lot, yes, sir.
Q So you talked to Ms. Rogers a lot?
A Yes, sir.
Q Was she your quote/unquote agent?
A She was my go-to for whenever I had questions or anything about my policy.
Q So you contacted Ms. Rogers -- Michelle -- and you called her Michelle?
A Yes, sir.
Q Whenever you had any kind of questions about your insurance?
A Yes, sir.
Q Why did you contact Michelle in July of 2017 and what were those conversations dealing with to start this email communication?
A As you had stated before, in August, we do renew our insurance --- and so, we started asking -- I was going through the car insurance and I looked through and I was like, I want to understand more about what was going on with the UMI and the underinsured and uninsured motorist, and so I called her about that to explain to me, you know, what was going on in the policy.
Q And what did your conversations with her cause you to understand?

A Nothing.

MR. BREHMER: Your Honor, we'd ask her to speak into the microphone.

MRS. WADE: Oh, I'm sorry.

THE COURT: Yeah, it's hard to do.

MR. HITE: There you go.

MRS. WADE: Sorry about that. Nothing. I was just as confused as before I called her.

BY MR. HITE:

Q Okay. And did she explain to you what the difference was, or if there was a difference?

A She tried to.

Q Okay.

A Yes, sir, she tried to.

Q But did -- eventually, after the conversation was over, throughout these emails, you ended up deciding to cancel it. Or Mr. Wade decided to ---

A I gave it over to Charles, for her to speak with him to see if he could get some clarification on what both of them were and what was the difference.

Q Did you ever understand the difference between UIM and UM?

A No, sir.

Q Did Michelle try to explain it to you?

A She tried, yes, sir.

Q I'm going to ask you to flip on Defense Exhibit 1, it'll be page 9. It should be an email from Michelle to Charles, and it says -- do you see that?

A Yes, sir, I do.

Q It says, per my conversation with Shonda this morning, she advised you guys wish to reject UIM completely for bodily injury and property damage. If so, you will need to let me know what you wish to completely reject the UIMBPD. Otherwise, there will be a UIMBIPD coverage of 25/50/25 on your autos. And that email was August 8th, 2017, is that correct?

A Yes, sir.

Q Which is actually almost two weeks after the first email from July 26th, 2017 that went out from Linda to Charles with the form ---

A Okay.

Q --- offer. Is that correct?

A Which one? Which page ---

Q Defense Exhibit 1, at the very front. It just says summary. The first email went out ---

A Yes, sir, July 26th, 2017.

Q And then this supposed conversation with Michelle where she's trying to explain what UIM and UM are.

A Yes, sir.

Q Now, knowing all of your insurance policies in the past,

ROA 0154

have you always had and carried UIM coverage?

A Yes, sir.

MR. HITE: And had you known that it wasn't duplicative, you would have carried it on forward.

MR. BREHMER: Objection to the leading nature of the question.

THE COURT: Yeah, don't lead.

MR. HITE: I'm trying, just for judicial economy.

THE COURT: I understand.

MR. HITE: I tried not to interrupt on the other side, but we'll ---

THE COURT: Yeah, and I understand. Again, there's no jury here, so I'm not as worried about it, but.

MR. HITE: Yes, sir. Let me rephrase the question.

BY MR. HITE:

Q Have y'all always carried UIM coverage?

A Yes, sir.

Q Had you known what UIM was, would you have continued to carry it?

A Oh, yeah.

Q Okay. Do y'all -- do you have UIM coverage now?

A Yes, sir.

Q Okay. Do you believe that what Michelle told you was a mistake, knowing what you know now?

A Yes, sir.

Q So, just for the record, and we're clear, these emails are a reflection of emails that went back and forth between Mr. Wade and Countybanc, correct?

A Yes, sir.

Q And this summary is a list of those emails, true?

A Yes, sir.

MR. HITE: And this was entered without objection, correct?

MR. BREHMER: Yes.

MR. HITE: Okay. All right. Nevermind. And you never called Countybanc to directly cancel UIM coverage, did you?

MRS. WADE: No, sir.

MR. HITE: I have no further questions, Your Honor. Thank you.

THE COURT: Okay.

CROSS EXAMINATION

BY MR. BREHMER:

Q Mrs. Wade, you talked a lot about Defendant's Exhibit number 1, and I've reviewed all those emails. There's not an email in that collection of Defendant's Exhibit 1 where there's ever any communication by you or your husband to the representatives at Countybanc that you don't know what the distinction is between uninsured or underinsured coverage, is there?

A Can you repeat that?

Q You never told or none of these emails say a word that you don't understand, do they?
A Me and Ms. Rogers spoke on the phone. I spoke to her.
Q That's not my question, ma'am. My question is, is the documentation that we have here today, Exhibit number 1, your accumulation of all the emails, none of them say that you don't understand the distinction between uninsured or underinsured, do you?
A I don't see that on here.
Q Okay. It's not, is it?
A It's not on here.
Q Nowhere did you ever document that I'm not going to buy this because I don't know what it is. Do you?
A I spoke with Ms. Rogers on the phone.
Q Okay. That's not my question. My question is none of the emails say you don't understand, does it?
A That's what I told my husband. That's why I gave it over to him to speak to her.
Q Okay. Now, and this concept of you not understanding was never, ever said or brought up until after your husband's November 2017 accident, was it?
A That's probably why I called ---
Q Okay.
A --- to speak with Ms. Rogers on the phone about my policy. I did inquire of that and I didn't get any

ROA 0157

understanding and so I told her, speak to my husband.

Q Okay. Now, you had a conversation with Ms. Rogers on the morning of -- let me see -- August the 8th, okay? Because on August the 8th of 2017 at 8:44, Ms. Rogers emailed Charles and said, per my conversation with Shonda this morning, okay. Which would mean a conversation she had with you on August the 8th, 2017, prior to 8:44 am, Shonda advised you guys wished to reject the UIM completely for bodily injury and property damage. You told her -- Ms. Rogers that, did you not?

A She said per my conversation this morning -- that's what I told her, and I turned that over to my husband ---

Q Okay.

A --- to get clarification of it.

Q Okay. And if so, you will need to let me know that you wish to completely reject the UIMBIPD. Otherwise, there will be a UIMBIPD coverage of 25/50/25 on your autos.

A And I gave her the opportunity to discuss that with my husband.

Q Okay. And your husband responded, did he not? Okay. Your husband ---

A Yes. I see that.

Q Your husband responded to completely reject the UIMBIPI, did he not?

A I see that on there.

Q Okay. And that was the last communication, okay. On

August the 8th, 2017, at 1:10 pm, which I would take it to be about three hours later, your husband wrote back and said I want to completely reject the UIMBIPD, and that was in response to the email of 8:44, wasn't it?

A That's what it says.

Q Okay. It didn't say I don't know what the difference between uninsured and underinsured is, does it?

A It also doesn't show if I called and told them, because we responded to her on the phone and on email.

Q That's not my question, ma'am. It doesn't say that you don't understand, does it?

A No, that's not what this says.

Q That's not what it says. As a matter of fact, your husband's statement is only subject to one interpretation. I don't want it. Isn't it?

A That's what it says right here.

Q Okay. Pretty plain, pretty simple. I think -- eight words and a period. Right?

A That's what the email says.

Q Okay. So, there was no ambiguity about your husband's statement on August the 8th at 1:10, was there?

A I don't know what other conversation he may have had with her, but that's what that says.

MR. BREHMER: Thank you, ma'am.

THE COURT: Okay. Anything on redirect?

MR. HITE: No, sir.

THE COURT: Okay. You can step down. Thank you, ma'am.

MRS. WADE: Okay. Thank you.

THE COURT: Be careful going down. I'm the only --- that's fallen down those steps, so be careful. Okay, keep going.

MR. HITE: The Defense calls Charles Wade to the stand.

THE COURT: Sure.

Thereupon,

CHARLES WADE

was called as a witness, having been first duly sworn, was examined and testified as follows:

MR. HITE: May it please the Court?

THE COURT: Yes, sir.

DIRECT EXAMINATION

BY MR. HITE:

Q Mr. Wade, we've seen and we've talked at length now about Defense Exhibit 1, which is a list of emails that went back and forth between you and the representative of Countybanc, is that correct?

A Yes.

Q And let's -- what do you believe -- or what was the reason that you and your wife contacted Countybanc about your policy?

A Well, the initial contact was about a money thing,

because we had -- our policy was coming up for renewal and we wanted to bundle the house and car, and that's what started the conversation. And then, from my understanding, my wife started picking apart the policy because when we compared with other insurance companies, we wanted to know why these numbers were what they were. So that's what started the conversation with phone calls and the conversation about the policy.

Q And you did not contact Michelle Rogers or Countybanc to cancel UIM coverage?

A No, sir.

MR. HITE: Okay. And in those conversations between Michelle and Shonda, do you believe that they both were mistaken with what ---

MR. BREHMER: Objection, Your Honor.

THE COURT: Give a little foundation.

MR. HITE: Okay. Sure.

THE COURT: It's in the discussion of the ---

MR. HITE: Sure.

BY MR. HITE:

Q After Shonda talked to Michelle Rogers, what was her -- what was your understanding of their conversation?

A That she was trying to find out about the numbers on the policy as far as UMI and the difference between them, because we thought we was paying for the same thing. And that's where the whole confusion, I believe, came from.

MR. HITE: And after that conversation, that's when you decided to cancel UIM?

MR. BREHMER: Objection to the leading nature.

THE COURT: I'll allow a little of it, so, just ---

MR. WADE: Yes, that's when I canceled it because when I got the email from Michelle, my wife wasn't there, so she said per her conversation that morning, and that's when I went ahead and signed the paperwork that somebody had sent.

BY MR. HITE:

Q And that paperwork that was sent is Defense Exhibit number 2, isn't that correct? It was an attachment to an email from Ms. Barnes?

A Yes.

Q And it had previously been sent to you, is that correct?

A Yes.

Q And did you sign that form?

A Yes, I did.

Q Did it have -- when you signed it, did it have the premiums filled in?

A No, it didn't -- well, that one on that one that I signed, it was on that top 100/300/25, and then on the other sheet ---

Q No, not the policy limits, the premiums. Like what you would be paying out of your pocket?

A Oh, no. No.

ROA 0162

Q There's blocks there for them to be there, but they're not there, correct?

A Right.

Q And do you know if Michelle -- this has Main Street America on it, correct?

A Yes, sir.

Q Do you know if Michelle was trying to get quotes from other insurance companies for you ---

A Yes.

Q --- or trying to make ---

A That's what it was supposed to be. That's why this form -- that's why I thought we was getting this mainly, too, was because we had discussed money then, and she was one of the people that we had talked to that was giving us more information than anybody else was.

Q And let's talk about bundling for a second. Do you -- did you ever have -- do you remember if you ever had your house insured with Southern Mutual?

A No, I did not.

Q You don't remember, or you never did?

A Not that I can recall, I don't remember having insurance with them.

Q You heard Ms. Booth talk about the additional account credit. Did you -- does that ring a bell that you had the house insured there and you got a credit back?

A No, sir, it does not.

Q Okay. Now, at the time of your email on August 8th at 1:10 pm, where you say I want to completely reject UIMBIPD, did you know what you were rejecting?

A No, sir, I did not.

Q At that time, did you believe UIM and UM to be the same thing?

A Yes, I did.

MR. BREHMER: Objection.

THE COURT: No, I'll allow it.

BY MR. HITE:

Q And then you also got an email from Michelle Rogers that's on the last page of that where she offers, we will need another signed form that is dated if we need to go back further than 8/5/2017 and re-emailed to us. What did you understand that to mean?

A Just what it said. You know, if we needed to backdate our policy that she could take care of it for us.

Q And that would be a reimbursement to you?

A I don't think so. I didn't understand that they give us anything. I just knew that it would be pushed back further than what it was actually -- when it was actually taking place.

Q And did you -- you didn't participate in that?

A No, sir.

Q Okay. Had you known -- had the premiums been designated and Michelle explained what UIM coverage is to you properly, would you have purchased it?

A I would have kept what we had. We had already been paying for it. There wasn't no reason for us really to cancel it. I didn't even know that, like I said, she was discussing that part, because we -- me and her just discussed bundling, and you know, looking at some other insurance companies trying to get quotes from them as well.

Q Okay. Did you ever talk to anybody from Donegal Insurance Group?

A No, sir, not that I can recall.

Q When did you become aware that Donegal Insurance Group was Southern Mutual?

A I think my wife showed me a letter that said that they was leaving -- Southern Mutual was leaving the state of South Carolina, and that's when we knew -- found out that they were part of -- Donegal was a part of Southern Mutual.

Q But you never talked to or dealt with anybody from Donegal?

A No, we just dealt straight with Michelle, and that was it.

Q And that's at Countybanc?

A Yes. Well, we also dealt with Robbie Templeton, too, on other occasions.

MR. HITE: No further questions, Your Honor

THE COURT: Okay. Yes, sir.

CROSS EXAMINATION

BY MR. BREHMER:

Q Mr. Wade?

A Yes, sir.

Q You've seen everything in Defendant's number 1, have you not?

A Oh,is this it?

Q Yeah.

A D1?

Q Yeah.

A Okay.

Q And that's a collection of all the emails between yourself and Countybanc about your policy, correct?

A Yes, sir.

Q And nary one of them say a thing about you not understanding the difference between uninsured or underinsured, does it?

A That wasn't our conversation.

Q Well, that's not my question. Listen to my question really carefully. No email in your collection of Defendant's Exhibit 1 says a thing about you or Mrs. Wade not understanding the distinction of uninsured coverage or underinsured coverage, do you?

A No, sir.

Q Okay. There's not an email in there that says a thing about you thinking you're paying for the same coverage twice, is there?

A No, sir, there's not an email in here either that asks Ms. Barnes to do anything for me either before the 26th.

Q Okay.

A But me and her had the conversation for her to send me this form on the 26th.

Q The point I'm making is these conversations that you don't understand or you don't know the difference, there's nothing to verify that other than what you say, is there?

A No, sir, there's not.

Q Okay. And the first time that came up was not until after your November 2017 accident, was it?

A What was that?

Q That you didn't understand. Okay.

A That's no different than when we found about -- we didn't find out about our house having a $1,500 deductible until we had a problem at the house.

Q Okay. Now, the reason that you were looking at your insurance policies and comparing your Southern Mutual policy to other quotes was you were trying to get the most coverage for the least price, weren't you?

A No, we was looking for bundling.

ROA 0167

Q Okay.
A Not the lowest price, because we'd already been paying for this.
Q Okay.
A We didn't reduce our coverage to the 25/50/25 or however that got wrote. When it was at 100/300 and 100, that's how it had always been, that's how we even had it before.
Q Okay.
A We had coverage on all three cars, the brand new one and the old ones.
Q And are you trying to tell this Court that it was just coincidental that the coverage that you eliminated was the only optional coverage in there?
A No, sir. I'm not sure that that's the only optional insurance that's in there.
Q The reason ---
A I'm sure that you could have other things taken off the insurance that you don't need, or that you don't think you might need. But anyway.
Q Okay.
A So no, I did not. See, I didn't call there -- or she didn't call there for the purpose of dropping the amount. I told them about bundling, and I believe that's why we ended up with this other South Carolina owner supplement from Main Street America and Protection because we trying to compare

other insurances.

Q Okay. And you agree that you had underinsured coverage from August the 5th of 2016 until August the 7th of 2017, correct?

A August -- as far as I knew, we had it the whole time.

Q Okay. And you do admit that you did write Ms. Michelle Rogers on August the 8th, 2017, and say I want to completely reject the UIMBIPD, correct?

A Yes, but we had -- apparently had another conversation after that because we got another email behind that about signing another form and ---

Q Okay.

A --- going from that.

Q Well, if you'll let me finish, we'll get to that.

A Okay.

Q But, my point is, you don't dispute that on August the 8th, 2017 at 1:10, your words were, I want to completely reject the UIMBIPD, correct?

A Yeah. Per her instructions about her speaking with Shonda that morning.

Q Okay. And I'm going to show you Plaintiff's Exhibit number 6, which -- Plaintiff's Exhibit number 6, which is the South Carolina auto supplement form.

A Right.

Q And on page 4, which is the offer of optional

ROA 0169

underinsured motorist coverage, the block was checked no to do you wish to purchase optional underinsured motorist coverage. You checked no, and that is yours and your wife's name, correct?

A Yeah, but none of this is filled out at the top, but yes.

Q That's not what I asked you. That's your name there, isn't it?

A Yes, it is.

Q Okay. And you signed that, correct?

A Yes, I did.

Q And the next page is applicant's acknowledgment, okay.

A Yes.

Q It says Charles and Shonda Wade, you signed that, correct?

A Yes.

Q And that was done in August of 2017, correct?

A I don't know, I didn't put that date.

Q Okay. And up here by applicant's acknowledgment, it says by my signature, I acknowledge that I have read and I have read to me the above explanations and offers of additional uninsured motorist coverage and optional underinsured coverage, and I understand that the above explanation of these coverages are intended only to be a brief description of additional uninsured and underinsured coverages, and that the optional underinsured coverage and that my -- and that my

payment of benefits under any of these coverages is subject to both to the terms and conditions of my automobile insurance policy and to the laws of the state of South Carolina.

Okay. And you -- the next paragraph, my signature below further acknowledges that I understand the coverages as they have been explained to me and that the type and amounts of coverage marked on the proceeding pages have been selected by me. This is the type and amount of insurance coverages I wish to purchase. Is that not what the document says?

A Yes. And there's no amounts on this per, like you just said. The amounts of the insurance coverage.

Q Okay.

A There's no amounts on it.

Q I understand what you're saying.

A Okay.

Q But that is right above your signature, is it not?

A Yes, it is.

Q Okay, so you represented in August of 2017 that you understood everything, correct?

A As it said ---

Q Okay.

A --- per her conversation with Shonda that morning.

Q And the purpose of Exhibit number 6 as you understood it was only to document that you rejected the coverage, correct?

A We put down -- I put down what she said, per her

conversation with my wife.

Q Okay. The understanding of Exhibit number 6 was just to document you rejected underinsured coverage, correct?

A No, sir. That's not my understanding of that, so how could I reject anything?

Q This is Exhibit number 1, correct?

A That's what it says.

Q And this is the initial offering, is it not? Correct? This is uninsured, and this is underinsured. That was the initial offering you entered into.

A Okay.

Q Okay, correct?

A Yes. But that's not my signature right there.

Q That's not anybody's signature. That's a squiggle.

A Okay.

Q Okay. But this was done on August 1. This was done on August 5, 2016, correct?

A That's what it says.

Q And this is the offering that you got as to uninsured motorist coverage and underinsured motorist coverage, correct?

A That's what it says.

Q Okay. And this is your wife's signature -- your initials right beside this, is it not?

A ---

Q Okay. Now, so you agree that there was an offering when

ROA 0172

the policy was initially taken out, correct.

A Yes, sir, but I didn't sign that.

Q Okay. You agree that August of 27 was the renewal time, correct?

A Yes, sir. ---

Q Okay. And you agree that you directed a change be made in the policy of deleting underinsured motorist coverage on August of 2017, correct?

A No, sir, there was no amounts that I didn't -- that I rejected.

Q Okay.

A You saying that I ---

Q You rejected underinsured motorist coverage in its entirety, didn't you?

A No, sir ---. As I said, per my wife's conversation with her that morning.

Q Let's do it the hard way, then.

A Okay.

Q Did you not write on August the 8th, 2017 at 1:10 pm, I want to completely reject the UIMBIPD?

A Yes.

THE COURT: Was that a yes?

MR. WADE: Yes, it was.

MR. BREHMER: Thank you, sir. No further questions.

THE COURT: Okay. Anything on redirect?

BY MR. HITE: Just briefly.

REDIRECT EXAMINATION

BY MR. HITE:

Q Mr. Wade, you had no reason to know that UIM wasn't applicable to your policy until you were actually in a wreck where you needed UIM, correct?

A Correct.

MR. BREHMER: Object to the leading nature.

THE COURT: Yeah, overruled. I'll allow you since we're at the end.

BY MR. HITE:

Q And the fact that now they have denied you this UIM coverage, you've been damaged, haven't you?

A Yes.

MR. HITE: And depending upon the verdict and your underlying case, there could be serious monetary damages to you -- associated with that.

MR. BREHMER: Objection, Your Honor. It's not a matter for redirect.

MR. WADE: Yes.

THE COURT: Yeah, overruled. I mean, I'll allow you -- I see where you're headed.

MR. HITE: Okay. Is that correct?

MR. WADE: Yes.

MR. HITE: Okay. And I don't have any further questions,

ROA 0174

Your Honor. That's it. Thank you.

THE COURT: Okay. Thank you, sir. You have anybody you want to call on redirect? Or -- yeah, this is -- I mean, I get this -- unfortunately, over the years, I've had to do with a lot of these. I just need to look at the documents. I know these are document intensive -- or dependent, I guess. So, can y'all do me a favor. We don't have the ability to make copies. You've got one of those that you -- can you scan ---

MR. HITE: An extra?

THE COURT: --- and send them to me?

MR. HITE: Sure.

MR. BREHMER: I got ---

THE COURT: Or if you've got an extra copy. It doesn't matter to me. If you scan them, I'll -- either way.

MR. BREHMER: Here you go.

MR. HITE: I've got extra copies of mine.

THE COURT: That would be great.

MR. BREHMER: I've got extra copies.

THE COURT: I like paper better because I can take it home with me, so that's what I'll do.

MR. HITE: I'm assuming you don't want closing arguments?

THE COURT: No. I mean, I get it.

MR. HITE: We've already argued it before you anyway.

THE COURT: Yeah, and I understand.

MR. HITE: I've always heard if you have to ask -- or you

request closing arguments ---

THE COURT: You hadn't been listening.

MR. HITE: Well, not if you ask me to give them, but if I offer to give them, it's disrespectful to act like you hadn't been listening.

THE COURT: Well, now, and I'm going to be honest with you. I knew there were times judges weren't listening to me, and I was like, you need me to summarize this for you? What was the amount of the underinsured that was allegedly canceled?

MR. BREHMER: 100/300/25.

THE COURT: 100/300/25.

MR. HITE: The premium -- I mean, not the premium, the policy limit?

THE COURT: Yeah.

MR. HITE: Yeah, 100/300.

THE COURT: Okay. And was there any place where the price for dropping that is ---

MR. BREHMER: It was $171.00.

THE COURT: And was that ever signed by them as acknowledgment of -- because I'm thinking back, and I've got to look at the statute, and look at -- one of the cases is mine, a --- case on --- for a denial. And I just can't remember, quite frankly, if the amount has to be on there. I mean, I think it does, but. And just so y'all know, that's

what I was listening for, was the completeness of the documents including the prices, because that has to be on there.

End of Transcript.

ROA 0177

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

CERTIFICATE OF REPORTER

I, THE UNDERSIGNED LESA D. TAYLOR, OFFICIAL COURT REPORTER FOR THE TENTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF ALL REQUESTED PROCEEDINGS RECORDED AND EVIDENCE INTRODUCED IN THE TRIAL OF THE CAPTIONED CASE, RELATIVE TO APPEAL, IN THE CIRCUIT COURT OF ANDERSON COUNTY, SOUTH CAROLINA, ON THE 20TH DAY OF SEPTEMBER, 2022.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL NOR INTEREST TO ANY PARTY HERETO.

May 9, 2023

s/Lesa D. Taylor

LESA D. TAYLOR
COURT REPORTER

PLAINTIFF'S EXHIBIT 1

South Carolina Offer of Additional Uninsured Motorists Coverage and Optional Underinsured Motorists Coverage

Southern Mutual Insurance Company
360 Alps Road, P.O. Box 7009
Athens, Ga 30604
Telephone (800) 226-1919

Applicant/Named Insured: SHONDA & CHARLES WADE

Quote/Policy Number: QUOTE

Policy Effective Date: 08/05/2016

A. EXPLANATION OF COVERAGES

Automobile liability insurance coverage pays other motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage pays for bodily injuries to others inflicted by your motor vehicle. Property damage coverage pays for damages which your motor vehicle causes to other motor vehicles or property.

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least $25,000 of bodily injury coverage for each person whom you may injure in any single accident and $50,000 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide at least $25,000 in property damage coverage for each accident you may cause. You may have seen these limits described as $25,000/$50,000/$25,000 or 25-50-25. These limits are commonly known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a $550 fee to drive uninsured. There is no requirement that an insurance company offer higher than the minimum limits of automobile liability insurance coverage. If your insurance company does offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorist coverage and optional underinsured motorist coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

Uninsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically provides uninsured motorist coverage of $25,000/$50,000/$25,000. There is a $200 deductible for uninsured property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits, up to the limits of the liability coverage you have purchased. The limits of additional uninsured motorist coverage which your insurance company is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those increased limits. You may not purchase uninsured motorist coverage with limits in excess of your liability limits.

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but which is insufficient to fully compensate you for your damages.

Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits.

If you reject optional underinsured or additional uninsured motorist coverages shown on this form and if you are involved in an automobile accident, that is not your fault, this form may be used by your insurance company as evidence against you if you make a claim for additional uninsured motorist coverage or optional underinsured motorist coverage.

If you do not complete this form and return it to your insurance company or insurance agent within 30 days, your insurance company is required by law to add additional uninsured motorist coverage and optional underinsured motorist coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for non-payment of that additional premium.

In the future, if you wish to increase or to decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or insurance company upon the renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by your insurance agent or current insurance company when you extend, change, supersede, or replace your automobile liability insurance policy.

Please read this form carefully. Your insurance agent or your insurance company must answer any questions which you may have. If you have any further questions, you may contact the Department of Insurance at:

Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street
Suite 1000
Columbia, SC 29201

(803) 737-6180
(800) 768-3467
E-Mail Address: consumers@doi.sc.gov

B. *OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE*

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedules below indicate the premium charges for minimum and increased limits.

UNINSURED MOTORIST LIMIT - BODILY INJURY	PREMIUM PER VEHICLE
$25,000/$50,000	$44
$50,000/$100,000	$47
$100,000/$300,000	$50
$250,000/$500,000	$53
$500,000/$500,000	$56

UNINSURED MOTORIST LIMIT - PROPERTY DAMAGE	PREMIUM PER VEHICLE
$25,000	$2
$50,000	$4
$100,000	$6
$250,000	$8
$500,000	$10

Do you wish to purchase additional uninsured motorist coverage? ☒ YES ☐ NO

If your answer is "NO", you must sign here: _____

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

I select $100,000/$300,000/$25,000.

C. ***OFFER OF ADDITIONAL UNDERINSURED MOTORISTS COVERAGE***

Your insurance policy does not automatically provide any Underinsured Motorist Coverage. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedules below indicate the premium charges for minimum and increased limits.

UNDERINSURED MOTORIST LIMIT - BODILY INJURY	PREMIUM PER VEHICLE
$25,000/$50,000	$55
$50,000/$100,000	$61
$100,000/$300,000	$74
$250,000/$500,000	$88
$500,000/$500,000	$103

UNDERINSURED MOTORIST LIMIT - PROPERTY DAMAGE	PREMIUM PER VEHICLE
$25,000	$2
$50,000	$4
$100,000	$6
$250,000	$8
$500,000	$10

Do you wish to purchase optional underinsured motorist coverage? ☒ YES ☐ NO

If your answer is "NO", you must sign here: _____

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

I select $100,000/$300,000/$25,000.

PLAINTIFF'S EXHIBIT 2

SOUTHERN MUTUAL
INSURANCE COMPANY

P.O. Box 7009
Athens, GA 30604-7009
(706)543-5283
www.southernmutual.com

Personal Auto Declarations Page

Coverage provided by:
Southern Mutual Insurance Company

Policy Number:	**PAZ 7709961-01**
Policy Type:	**Personal Auto**
Reason Issued:	Amendment
Change Effective Date:	08/05/2017

Named Insured & Mailing Address:
Wade Shonda & Charles
17 Carver St
Due West, SC 29639

Your Agency:
COUNTYBANC INS SERVICES INC
419 Main Street
P O Box 309
Greenwood, SC 29648
(864) 942-8000
Agency Number: 0103620

Policy Period: From **08/05/2017** to **08/05/2018**

This policy period begins and ends at 12:01 a.m. at the address of the named insured stated herein.

Your policy consists of these declarations page(s), the policy jacket and the applicable policy forms and endorsements. This supercedes any previously issued declarations page(s) for this policy period.

This change resulted in a decrease of **$171.00** in premium.

Amendment Reason(s): Decrease Undpd Rejected
Decrease Underinsured Motorist Coverage Rejected

Total Policy Premium Summary

Program: Preferred IV XL

This Personal Auto policy includes coverage for the following:

Premium Summary

Vehicle	Year	Make / Model	Type	Premium
1	1993	Chevrolet / GMT-400	Private Passenger	$387.00
2	2002	BMW / 325	Private Passenger	$574.00
3	2013	Nissan / Altima	Private Passenger	$895.00
			Total Policy Premium	**$1,856.00**

Save Money With Our Auto Paid-in-Full Discount Offer!

Here's how it works.
Pay your qualifying policy in full on your first payment.

Policy Premium without Discount:	$1,856.00
Paid-in-Full Discount:	($81.00)
Policy Premium with Paid-in-Full Discount:	**$1,775.00**

(Your Invoice will be mailed separately.)

Policy Discount Summary

Chargeable accident occurring on 05/15/2017 is not being surcharged since you qualify for our First Accident Forgiveness Program.

The following policy discounts have been deducted in determining your Total Policy Premium:

Discount	Amount
1 Year Longevity Discount	-$42.00
5 Year Loss Free Discount	-$158.00
Account Credit Applies To All Vehicles	-$185.00

Driver Information

Driver ID	Driver Name	Birth Date	License Number
1	Shonda	08/21/1978	On File
2	Charles	02/14/1970	On File

Insured Vehicles and Schedule of Coverages

Insurance is provided where a premium is shown for the coverage.

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267

State: SC **Territory:** 007 **Symbol(s):** 08 **Class Code:** 889120

Vehicle Use: Pleasure or work under 3 miles **Work/School Days:** 5 **Miles:** 00 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$100.00
Property Damage Liability		$100,000 Each Accident	$64.00
Medical Payments		$5,000 Per Person	$14.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$40.00
Collision Loss	$250	Actual Cash Value	$88.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$387.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267 *(Continued)*

Vehicle Level Endorsements *(Continued)*

PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

Multi-Car Discount

Additional Interests:

Commercial Bank, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284

State: SC **Territory:** 007 **Symbol(s):** 16 **Class Code:** 884220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 5 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$104.00
Property Damage Liability		$100,000 Each Accident	$66.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$104.00
Collision Loss	$250	Actual Cash Value	$208.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$574.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284 *(Continued)*

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Interests:

Commercial Bak, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 3: 2013 Nissan Altima VIN: 1N4AL3AP5DN538765

State: SC **Territory:** 007 **Symbol(s):** 30/31 **Class Code:** 889220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 7 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$112.00
Property Damage Liability		$100,000 Each Accident	$71.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$210.00
Collision Loss	$250	Actual Cash Value	$410.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$895.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Policy Information:

Policy Level Forms and Endorsements

PP0001	06/98	Personal Auto Policy
PP1301	12/99	Coverage For Damage To Your Auto Exclusion Endorsement
PPD0178	09/13	Amendment Of Policy Provisions - South Carolina

PLAINTIFF'S EXHIBIT 3

SOUTHERN MUTUAL
INSURANCE COMPANY

P.O. Box 7009
Athens, GA 30604-7009
(706)543-5283
www.southernmutual.com

Personal Auto Declarations Page

Coverage provided by:
Southern Mutual Insurance Company

Policy Number:	**PAZ 7709961-01**
Policy Type:	Personal Auto
Reason Issued:	Amendment
Change Effective Date:	08/05/2017

Named Insured & Mailing Address:
Wade Shonda & Charles
17 Carver St
Due West, SC 29639

Your Agency:
COUNTYBANC INS SERVICES INC
419 Main Street
P O Box 309
Greenwood, SC 29648
(864) 942-8000
Agency Number: 0103620

Policy Period: From **08/05/2017** to **08/05/2018**

This policy period begins and ends at 12:01 a.m. at the address of the named insured stated herein.

Your policy consists of these declarations page(s), the policy jacket and the applicable policy forms and endorsements. This supercedes any previously issued declarations page(s) for this policy period.

This change resulted in a decrease of **$57.00** in premium.

Amendment Reason: Decrease Underinsured Motorist Coverage $25000

Total Policy Premium Summary

Program: Preferred IV XL

This Personal Auto policy includes coverage for the following:

Premium Summary

Vehicle	Year	Make / Model	Type	Premium
1	1993	Chevrolet / GMT-400	Private Passenger	$444.00
2	2002	BMW / 325	Private Passenger	$631.00
3	2013	Nissan / Altima	Private Passenger	$952.00
			Total Policy Premium	**$2,027.00**

Save Money With Our Auto Paid-in-Full Discount Offer!

Here's how it works.
Pay your qualifying policy in full on your first payment.

Policy Premium without Discount:	$2,027.00
Paid-in-Full Discount:	($81.00)
Policy Premium with Paid-in-Full Discount:	**$1,946.00**
(Your invoice will be mailed separately.)	

Policy Discount Summary

Chargeable accident occurring on 05/15/2017 is not being surcharged since you qualify for our First Accident Forgiveness Program.

The following policy discounts have been deducted in determining your Total Policy Premium:

Discount	Amount
1 Year Longevity Discount	-$42.00
5 Year Loss Free Discount	-$158.00
Account Credit Applies To All Vehicles	-$185.00

Driver Information

Driver ID	Driver Name	Birth Date	License Number
1	Shonda	08/21/1978	On File
2	Charles	02/14/1970	On File

Insured Vehicles and Schedule of Coverages

Insurance is provided where a premium is shown for the coverage.

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267

State: SC **Territory:** 007 **Symbol(s):** 08 **Class Code:** 889120

Vehicle Use: Pleasure or work under 3 miles **Work/School Days:** 5 **Miles:** 00 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$100.00
Property Damage Liability		$100,000 Each Accident	$64.00
Medical Payments		$5,000 Per Person	$14.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$25,000 Each Person $50,000 Each Accident	$55.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$40.00
Collision Loss	$250	Actual Cash Value	$88.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$444.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267 *(Continued)*

Vehicle Level Endorsements *(Continued)*

PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

Multi-Car Discount

Additional Interests:

Commercial Bank, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284

State: SC **Territory:** 007 **Symbol(s):** 16 **Class Code:** 884220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 5 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$104.00
Property Damage Liability		$100,000 Each Accident	$66.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$25,000 Each Person $50,000 Each Accident	$55.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$104.00
Collision Loss	$250	Actual Cash Value	$208.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$631.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284 *(Continued)*

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Interests:

Commercial Bak, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 3: 2013 Nissan Altima VIN: 1N4AL3AP5DN538765

State: SC **Territory:** 007 **Symbol(s):** 30/31 **Class Code:** 889220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 7 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$112.00
Property Damage Liability		$100,000 Each Accident	$71.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Split Underinsured Motorists			
Bodily Injury Liability		$25,000 Each Person $50,000 Each Accident	$55.00
Property Damage Liability		$25,000 Each Accident	$2.00
Other Than Collision Loss	$250	Actual Cash Value	$210.00
Collision Loss	$250	Actual Cash Value	$410.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$952.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD0488	05/13	Underinsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.

Vehicle 3: 2013 Nissan Altima VIN: 1N4AL3AP5DN538765 *(Continued)*

Vehicle Level/Coverage Discounts *(Continued)*

Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Policy Information:

Policy Level Forms and Endorsements

PP0001	06/98	Personal Auto Policy
PP1301	12/99	Coverage For Damage To Your Auto Exclusion Endorsement
PPD0178	09/13	Amendment Of Policy Provisions - South Carolina

PLAINTIFF'S EXHIBIT 5

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ---------
From: Linda Barnes <lbarnes@ecountybank.com>
Date: Wed, Jul 26, 2017, 11:13 AM
Subject: Underinsured Motorist Rejection
To: charleswade17@gmail.com <charleswade17@gmail.com>

Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.

Linda Barnes, CISR, CPIW, ACSR

Personal Lines Sales Representative

Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

Trusted Choice

https://www.countybancinsurance.com/custom/countybancinsurance/image/facebook-like.jpg

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noreply@ecountybank.com_20170726_103352.pdf
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DEFENDANT'S EXHIBIT
Charles Wade 3
CVT Oct 6, 2021

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ---------
From: **Charles w** <charleswade17@gmail.com>
Date: Wed, Jul 26, 2017, 10:07 PM
Subject: Re: Underinsured Motorist Rejection
To: Linda Barnes <lbarnes@ecountybank.com>

Thank you, will do.

On Jul 26, 2017 11:13 AM, "Linda Barnes" <lbarnes@ecountybank.com> wrote:

> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.
>
> **Linda Barnes, CISR, CPIW, ACSR**
>
> Personal Lines Sales Representative
>
> **Countybanc Insurance Services Inc.**
>
> 3431 Pelham Rd
>
> Greenville, SC 29615
>
> Phone: 864-335-2457
>
> Fax: 864-335-2451
>
> Email: lbarnes@ecountybanc.com
>
> www.countybancinsurance.com
>
> Trusted Choice® https://www.countybancinsurance.com/custom/countybancinsurance/image/facebook-like.jpg
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>
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Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ---------
From: Charles w <charleswade17@gmail.com>
Date: Thu, Jul 27, 2017, 12:33 PM
Subject: Fwd: Underinsured Motorist Rejection
To: <mrogers@ecountybanc.com>

---------- Forwarded message ---------
From: "Linda Barnes" <lbarnes@ecountybank.com>
Date: Jul 26, 2017 11:13 AM
Subject: Underinsured Motorist Rejection
To: "charleswade17@gmail.com" <charleswade17@gmail.com>
Cc:

Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.

Linda Barnes, CISR, CPIW, ACSR

Personal Lines Sales Representative

Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

Trusted Choice®

https://www.countybancinsurance.com/custom/countybancinsurance/image/facebook-like.jpg

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noreply@ecountybank.com_20170726_103352.pdf
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Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ---------
From: Charles w <charleswade17@gmail.com>
Date: Tue, Aug 1, 2017, 7:23 AM
Subject: Re: Underinsured Motorist Rejection
To: <mrogers@ecountybanc.com>

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

> ---------- Forwarded message ---------
> From: "Linda Barnes" <lbarnes@ecountybank.com>
> Date: Jul 26, 2017 11:13 AM
> Subject: Underinsured Motorist Rejection
> To: "charleswade17@gmail.com" <charleswade17@gmail.com>
> Cc:
>
> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.
>
> **Linda Barnes, CISR, CPIW, ACSR**
>
> Personal Lines Sales Representative
>
> **Countybanc Insurance Services Inc.**
>
> 3431 Pelham Rd
>
> Greenville, SC 29615
>
> Phone: 864-335-2457
>
> Fax: 864-335-2451
>
> Email: lbarnes@ecountybanc.com
>
> www.countybancinsurance.com
>
> Trusted Choice®
>
> https://www.countybancinsurance.com/custom/countybancinsurance/image/facebook-like.jpg
>
> Disclaimer For Countybank, Countybanc Insurance, Countybanc Investments, & Greenwood Capital Associates
>
> "The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this message in error, please contact the sender and delete the material from all computers."

This original email was sent to the internet for delivery at 26 Jul 2017 11:13:27 -0400

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226K

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ---------
From: Michelle Rogers <mrogers@countybanc.com>
Date: Tue, Aug 1, 2017, 8:42 AM
Subject: RE: Underinsured Motorist Rejection
To: Charles w <charleswade17@gmail.com>

Thanks – I have forwarded this to the company to process.

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

[Quoted text hidden]

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:38 AM

---------- Forwarded message ---------
From: Michelle Rogers <mrogers@countybanc.com>
Date: Tue, Aug 1, 2017, 9:25 AM
Subject: RE: Underinsured Motorist Rejection
To: Charles w <charleswade17@gmail.com>

Are you wanting to completely reject the UIM bodily injury and property damage or are you wanting to have it at 25/50/25?

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

---------- Forwarded message ---------
From: "Linda Barnes" <lbarnes@ecountybank.com>
Date: Jul 26, 2017 11:13 AM

Subject: Underinsured Motorist Rejection
To: "charleswade17@gmail.com" <charleswade17@gmail.com>
Cc:

Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.

Linda Barnes, CISR, CPIW, ACSR

Personal Lines Sales Representative

Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

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This original email was sent to the Internet for delivery at 26 Jul 2017 11:13:27 -0400

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:38 AM

---------- Forwarded message ---------
From: Michelle Rogers <mrogers@countybanc.com>
Date: Tue, Aug 8, 2017, 8:44 AM
Subject: FW: Underinsured Motorist Rejection
To: Charles w <charleswade17@gmail.com>

Charles

Per my conversation with Shonda this morning – she advised you guys wish to reject the UIM completely for bodily injury and property damage.

If so you will need to let me know that you wish to completely reject the UIM BI/PD...otherwise there will be UIM BI/PD coverage of 25/50/25 on your autos.

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Michelle Rogers
Sent: Tuesday, August 01, 2017 9:26 AM
To: 'Charles w' <charleswade17@gmail.com>
Subject: RE: Underinsured Motorist Rejection

Are you wanting to completely reject the UIM bodily injury and property damage or are you wanting to have it at 25/50/25?

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

> ---------- Forwarded message ----------
> From: "Linda Barnes" <lbarnes@ecountybank.com>
> Date: Jul 26, 2017 11:13 AM
> Subject: Underinsured Motorist Rejection
> To: "charleswade17@gmail.com" <charleswade17@gmail.com>
> Cc:
>
> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.
>
> **Linda Barnes, CISR, CPIW, ACSR**
>
> Personal Lines Sales Representative
>
> **Countybanc Insurance Services Inc.**
>
> 3431 Pelham Rd
>
> Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

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https://www.countybancinsurance.com/custom/countybancinsurance/image/facebook-like.jpg

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This original email was sent to the internet for delivery at 26 Jul 2017 11:13:27 -0400

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:39 AM

---------- Forwarded message ---------
From: Michelle Rogers <mrogers@countybanc.com>
Date: Tue, Aug 8, 2017, 2:43 PM
Subject: FW: FW: Underinsured Motorist Rejection
To: Charles w <charleswade17@gmail.com>

We will need another signed form that is dated if we need to go further back than 8/5/2017 and re-emailed to us.

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Michelle Rogers
Sent: Tuesday, August 08, 2017 1:20 PM

[Quoted text hidden]

[Quoted text hidden]

EPSON050.pdf
226K

PLAINTIFF'S EXHIBIT 7

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Mon, Feb 15, 2021 at 12:48 PM

---------- Forwarded message ----------
From: Charles w <charleswade17@gmail.com>
Date: Tue, Aug 8, 2017 at 1:10 PM
Subject: Re: FW: Underinsured Motorist Rejection
To: Michelle Rogers <mrogers@countybanc.com>

I want to completely reject the UIM BI/PD.

On Aug 8, 2017 8:44 AM, "Michelle Rogers" <mrogers@countybanc.com> wrote:

> Charles
>
> Per my conversation with Shonda this morning – she advised you guys wish to reject the UIM completely for bodily injury and property damage.
>
> If so you will need to let me know that you wish to completely reject the UIM BI/PD...otherwise there will be UIM BI/PD coverage of 25/50/25 on your autos.
>
> Thank you,
>
> **Michelle Rogers**
>
> Customer Service Agent
>
> Countybanc Insurance Services
>
> 1230 Reynolds Avenue
>
> Greenwood SC 29648
>
> PO Box 309
>
> Greenwood, SC 29648
>
> Tel: 864-942-8009
>
> Fax: 864-943-4566
>
> mrogers@ecountybanc.com
>
> www.countybancinsurance.com

DEFENDANT'S EXHIBIT
Charles Wade
CVZ Oct 6, 2021

From: Michelle Rogers
Sent: Tuesday, August 01, 2017 9:26 AM

To: 'Charles w' <charleswade17@gmail.com>
Subject: RE: Underinsured Motorist Rejection

Are you wanting to completely reject the UIM bodily injury and property damage or are you wanting to have it at 25/50/25?

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

--------- Forwarded message ---------
From: "Linda Barnes" <lbarnes@ecountybank.com>
Date: Jul 26, 2017 11:13 AM
Subject: Underinsured Motorist Rejection
To: "charleswade17@gmail.com" <charleswade17@gmail.com>
Cc:

Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.

Linda Barnes, CISR, CPIW, ACSR

Personal Lines Sales Representative

Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

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https://www.countybancinsurance.com/custom/countybancinsurance/image/facebook-like.jpg

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This original email was sent to the internet for delivery at 26 Jul 2017 11:13:27 -0400

SOUTHERN MUTUAL INSURANCE COMPANY
P.O. Box 7009
Athens, GA 30604-7009

INSUREDS COPY

R

PLAINTIFF'S EXHIBIT 9

PERSONAL AUTO POLICY - PREFERRED IV XL PROGRAM
ORIGINAL COPY

POLICY NUMBER	FROM TO	COVERAGE IS PROVIDED BY	
PAZ 7709961	EFFECTIVE 12:01 A.M. 08/05/16 08/05/17	SOUTHERN MUTUAL INSURANCE CO.	010362000

NAMED INSURED AND ADDRESS	AGENT
WADE SHONDA & CHARLES 17 CARVER ST DUE WEST SC 29639	TELEPHONE: (864) 942-8000 COUNTYBANC INS SERVICES INC 47 419 MAIN STREET P O BOX 309 GREENWOOD SC 29648

VEHICLES COVERED

UNIT	ST	TER	YR	MAKE	MODEL	SERIAL NUMBER	SYMS	CLASS	ST AM	CHG DATE
001	SC	007	93	CHEVROLET	GMT-400	1GCDC14KXPZ137267	08	889120		08/05/16
002	SC	007	02	BMW	325	WBAET37452NJ19284	16	884220		08/05/16
003	SC	007	13	NISSAN	ALTIMA	1N4AL3AP5DN538765	30/31	889220		08/05/16

INSURANCE IS PROVIDED WHERE A PREMIUM IS SHOWN FOR THE COVERAGE

COVERAGE	LIMITS OF LIABILITY	PREMIUMS UNIT 1	2	3
SPLIT LIABILITY LIMITS				
BODILY INJURY LIABILITY	$100,000 EACH PERSON $300,000 EACH ACCIDENT	97.00	100.00	108.00
PROPERTY DAMAGE LIABILITY	$100,000 EACH ACCIDENT	61.00	63.00	68.00
MEDICAL PAYMENTS $5000 PER PERSON		15.00	12.00	12.00
SPLIT UNINSURED MOTORISTS				
BODILY INJURY LIABILITY	$100,000 EACH PERSON $300,000 EACH ACCIDENT	50.00	50.00	50.00
PROPERTY DAMAGE LIABILITY	$25,000 EACH ACCIDENT	2.00	2.00	2.00
SPLIT UNDERINSURED MOTORISTS				
BODILY INJURY LIABILITY	$100,000 EACH PERSON $300,000 EACH ACCIDENT	74.00	74.00	74.00

PL-2 (9/88)

08/03/16 20:00:1269 CONTINUED ON REVERSE SIDE

SOUTHERN MUTUAL INSURANCE COMPANY
P.O. Box 7009
Athens, GA 30604-7009

INSUREDS COPY

PERSONAL AUTO POLICY - PREFERRED IV XL PROGRAM
ORIGINAL COPY

POLICY NUMBER	FROM TO	COVERAGE IS PROVIDED BY	
	EFFECTIVE 12:01 A.M.		
PAZ 7709961	08/05/16 08/05/17	SOUTHERN MUTUAL INSURANCE CO.	010362000

NAMED INSURED AND ADDRESS	AGENT
WADE SHONDA & CHARLES 17 CARVER ST DUE WEST SC 29639	TELEPHONE: (864) 942-8000 COUNTYBANC INS SERVICES INC 47 419 MAIN STREET P O BOX 309 GREENWOOD SC 29648

INSURANCE IS PROVIDED WHERE A PREMIUM IS SHOWN FOR THE COVERAGE

COVERAGE	LIMITS OF LIABILITY	PREMIUMS UNIT	1	2	3
PROPERTY DAMAGE LIABILITY	$25,000 EACH ACCIDENT		2.00	2.00	2.00
OTHER THAN COLLISION LOSS	$250 DEDUCTIBLE		39.00	105.00	208.00
COLLISION LOSS	$250 DEDUCTIBLE		87.00	205.00	406.00
INCREASED TRANSPORTATION EXPENSE COVERAGE	$30 PER DAY/MAX $900		24.00	24.00	24.00
TOWING & LABOR	$75 LIMIT		8.00	8.00	8.00
PACE PROTECTOR			INCL	INCL	INCL
		TOTAL BY UNIT	459.00	645.00	962.00
		TOTAL TERM PREMIUM			$2,066.00

A 7+ YEAR LOSS FREE DISCOUNT OF $178.00
WAS DEDUCTED FROM YOUR PREMIUM

THIS POLICY QUALIFIES FOR FIRST ACCIDENT FORGIVENESS

15% ANTI-THEFT DISCOUNT APPLIED TO UNITS 2,3
IF OTHER THAN COLLISION COVERAGE PROVIDED FOR UNIT
30% PASSIVE RESTRAINT DISCOUNT APPLIED TO UNITS 2,3
IF MEDICAL PAYMENTS COVERAGE PROVIDED FOR UNIT

PL-2 (9/88)

SOUTHERN MUTUAL INSURANCE COMPANY
P.O. Box 7009
Athens, GA 30604-7009

INSUREDS COPY

PERSONAL AUTO POLICY - PREFERRED IV XL PROGRAM
ORIGINAL COPY

POLICY NUMBER	FROM TO	COVERAGE IS PROVIDED BY	
	EFFECTIVE 12:01 A.M.		
PAZ 7709961	08/05/16 08/05/17	SOUTHERN MUTUAL INSURANCE CO.	010362000

NAMED INSURED AND ADDRESS	AGENT
WADE SHONDA & CHARLES 17 CARVER ST DUE WEST SC 29639	TELEPHONE: (864) 942-8000 COUNTYBANC INS SERVICES INC 47 419 MAIN STREET P O BOX 309 GREENWOOD SC 29648

ANTI-LOCK BRAKING DISCOUNT APPLIED UNITS 2,3
IF LIABILITY COVERAGES PROVIDED FOR UNIT

DRIVER ID	DRIVER NAME	LICENSE NUMBER	BIRTH DATE
01	SHONDA	ON FILE	08/21/78
02	CHARLES	ON FILE	02/14/70

APPLICABLE FORMS

FORM #	DATE	UNIT	FORM #	DATE	UNIT	FORM #	DATE	UNIT	FORM #	DATE	UNIT
PP0001	06/98	ALL	PPD0178	09/13	ALL	PP1301	12/99	ALL	PP0302	06/98	001
PP0303	04/86	001	PP0305	08/86	001	PPD0465	09/13	001	PPD0488	05/13	001
PPD9012	07/15	001	PP0302	06/98	002	PP0303	04/86	002	PP0305	08/86	002
PPD0465	09/13	002	PPD0488	05/13	002	PPD9012	07/15	002	PP0302	06/98	003
PP0303	04/86	003	PPD0465	09/13	003	PPD0488	05/13	003	PPD9012	07/15	003

LOSS PAYEE FOR UNIT #001
COMMERCIAL BANK
PO BOX 217
DUE WEST SC 29639

LOSS PAYEE FOR UNIT #002
COMMERCIAL BAK
PO BOX 217
DUE WEST SC 29639

08/03/16 20:00:1269
PL-2 (9/88)

PAZ7709961 00 41

* * * THIS IS NOT A BILL. BILLING WILL BE SENT UNDER SEPARATE COVER *
TRANSACTION PREMIUM $0.00

ROA 0211

PLAINTIFF'S EXHIBIT 11

SOUTH CAROLINA AUTO SUPPLEMENT

AGENCY	APPLICANT/NAMED INSURED	
Countryhouse Ins.	Charles & Shonda Wade	
POLICY NUMBER	CARRIER	NAIC CODE
PAZ 7709961	Main Street America Protection Insurance Company P O Box 2005 Keene, NH 03431 (800) 258-5310	

1. OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

Automobile liability insurance coverage pays other motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage pays for bodily injuries to others inflicted by your motor vehicle. Property damage coverage pays for damages which your motor vehicle causes to other motor vehicles or property.

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least $25,000 of bodily injury coverage for each person whom you may injure in any single accident and $50,000 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide at least $25,000 in property damage coverage for each accident you may cause. You may have seen these limits described as $25,000/$50,000/$25,000 or 25-50-25. These limits are commonly-known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a $550 fee to drive uninsured. There is no requirement that an insurance company offer higher than minimum limits of automobile liability insurance coverage. If your insurance company does offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorist coverage and optional underinsured motorist coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

Uninsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically provides uninsured motorist coverage of $25,000/$50,000/$25,000. There is a $200 deductible for uninsured property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits up to the limits of the liability coverage you have purchased. The limits of additional uninsured motorist coverage which your insurance company is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those increased limits. You may not purchase uninsured motorist coverage with limits in excess of your liability limits.

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but which is insufficient to fully compensate you for your damages.

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Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits

If you reject optional underinsured or additional uninsured motorist coverages shown on this form and if you are involved in an automobile accident that is not your fault, this form may be used by your insurance company as evidence against you if you make a claim for additional uninsured motorist coverage or optional underinsured motorist coverage.

Important Notice

If you do not complete this form and return it to your insurance company (shown above) or insurance agent within 30 days, your insurance company is required by law to add additional Uninsured Motorists coverage and optional Underinsured Motorists coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

In the future, if you wish to increase or to decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or insurance company upon the renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by your insurance agent or current insurance company when you extend, change, supersede, or replace your automobile liability insurance policy.

Please read this form carefully. Your insurance agent or your insurance company must answer any questions which you may have. If you have any further questions, you may contact the Department of Insurance at:

Office of Consumer Services

South Carolina Department of Insurance

Capitol Center

1201 Main Street

Suite 1000

Columbia, SC 29201

Post Office Box 100105 Columbia, South Carolina 29202-3105

(803) 737-6180

(800) 768-3467

E-mail Address: consumers@doi.sc.gov

2. Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of $26,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase additional uninsured motorist coverage? ☑ YES ☐ NO

If your answer is "NO", you must sign here: _____

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☑ I select 100 /300 /25 split limits; OR

☐ I select _____ single limit.

3. Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase optional underinsured motorist coverage? ☐ YES ☑ NO

If your answer is "NO", you must sign here: X Chuck & Shonda Wade

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☐ I select _____ / _____ split limits; OR I

☐ select _____ single limit.

Please apply to all vehicles

4. Applicant's Acknowledgement

By my signature, I acknowledge that I have read, or I have had read to me, the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under any of these coverages is subject both to the terms and conditions of my automobile insurance policy and to the laws of the State of South Carolina.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding pages have been selected by me. This is the type and amount of insurance coverage I wish to purchase.

Type or Print Your Name: Charles & Shonda Wade

Your Signature: X Charles & Shonda Wade

Your Address: _____

_____ ZIP Code: _____

Today's Date: _____

Effective Date: _____

From: HeleneHiggins@donegalgroup.com
Sent: Monday, October 12, 2020 3:05:09 PM
To: ClaimsMail@donegalgroup.com
Subject: PAZ-SC-10-17-0698921

Helene Linville, AINS
Claims Supervisor

Donegal Group, Inc.
P O Box 302
Marietta, PA 17547
Office (800) 226-1919 ext 2328
Fax: (800) 440-4162
helenelinville@donegalgroup.com

DONEGAL. INSURANCE GROUP

From: Linville, Helene <HeleneHiggins@donegalgroup.com>
Sent: Monday, October 12, 2020 2:57 PM
To: Linville, Helene <HeleneHiggins@donegalgroup.com>
Subject: Claim:PAZ7709961 Name: WADE SHONDA & CHARLES

Helene Linville, AINS
Claims Supervisor

Donegal Group, Inc.
P O Box 302
Marietta, PA 17547
Office (800) 226-1919 ext 2328
Fax: (800) 440-4162
helenelinville@donegalgroup.com

DONEGAL. INSURANCE GROUP

WritePRO SC Automobile - Policy Change Request

			Date: 08/08/2017
Policy: PAZ7709961 SHONDA & CHARLES WADE	CSRID: JMR	Term: 08/05/2017 - 08/05/2018	Change Effective: 08/05/2017
XA Tran Key: 23648081			

CHANGE COVERAGE	ITEM	CHANGE FROM	CHANGE TO
Underinsured Motorist PD	UNDPD	$25000	Rejected Rejected
CHANGE COVERAGE	**ITEM**	**CHANGE FROM**	**CHANGE TO**
Underinsured Motorist	UNDUM	$25000 $50000	Rejected Rejected

Underwriting Information

SOUTH CAROLINA AUTO SUPPLEMENT

AGENCY	APPLICANT/NAMED INSURED	
Countryhouse Ins.	Charles & Wanda Wade	
POLICY NUMBER	CARRIER Main Street America Protection Insurance Company	NAIC CODE
PAZ 7709961	P O Box 2005 Keene, NH 03431 (800) 258-5310	

1. OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

Automobile liability insurance coverage pays other motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage pays for bodily injuries to others inflicted by your motor vehicle. Property damage coverage pays for damages which your motor vehicle causes to other motor vehicles or property.

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least $25,000 of bodily injury coverage for each person whom you may injure in any single accident and $50,000 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide at least $25,000 in property damage coverage for each accident you may cause. You may have seen these limits described as $25,000/$50,000/$25,000 or 25-50-25. These limits are commonly-known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a $550 fee to drive uninsured. There is no requirement that an insurance company offer higher than minimum limits of automobile liability insurance coverage. If your insurance company does offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorist coverage and optional underinsured motorist coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

Uninsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically provides uninsured motorist coverage of $25,000/$50,000/$25,000. There is a $200 deductible for uninsured property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits up to the limits of the liability coverage you have purchased. The limits of additional uninsured motorist coverage which your insurance company is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those increased limits. You may not purchase uninsured motorist coverage with limits in excess of your liability limits.

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but which is insufficient to fully compensate you for your damages.

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Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits

If you reject optional underinsured or additional uninsured motorist coverages shown on this form and if you are involved in an automobile accident that is not your fault, this form may be used by your insurance company as evidence against you if you make a claim for additional uninsured motorist coverage or optional underinsured motorist coverage.

Important Notice

If you do not complete this form and return it to your insurance company (shown above) or insurance agent within 30 days, your insurance company is required by law to add additional Uninsured Motorists coverage and optional Underinsured Motorists coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

In the future, if you wish to increase or to decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or insurance company upon the renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by your insurance agent or current insurance company when you extend, change, supersede, or replace your automobile liability insurance policy.

Please read this form carefully. Your insurance agent or your insurance company must answer any questions which you may have. If you have any further questions, you may contact the Department of Insurance at:

Office of Consumer Services

South Carolina Department of Insurance

Capitol Center

1201 Main Street

Suite 1000

Columbia, SC 29201

Post Office Box 100105 Columbia, South Carolina 29202-3105

(803) 737-6180

(800) 768-3467

E-mail Address: consumers@doi.sc.gov

2. Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase additional uninsured motorist coverage? ☑ YES ☐ NO

If your answer is "NO", you must sign here: _____

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☑ I select 100 / 300 / 25 split limits; OR

☐ I select _____ single limit.

3. Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase optional underinsured motorist coverage? ☐ YES ☑ NO

If your answer is "NO", you must sign here: X Chuck & Shonda Wade

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☐ I select _____ split limits; OR I

☐ select _____ single limit.

Please apply to all vehicles

4. Applicant's Acknowledgement

By my signature, I acknowledge that I have read, or I have had read to me, the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under any of these coverages is subject both to the terms and conditions of my automobile insurance policy and to the laws of the State of South Carolina.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding pages have been selected by me. This is the type and amount of insurance coverage I wish to purchase.

Type or Print Your Name: Charles & Shonda Wade

Your Signature: X Charles & Shonda Wade

Your Address: _____

_____ ZIP Code: _____

Today's Date: _____

Effective Date: _____

SOUTHERN MUTUAL
INSURANCE COMPANY

P.O. Box 7009
Athens, GA 30604-7009
(706)543-5283
www.southernmutual.com

Personal Auto Declarations Page

Coverage provided by:
Southern Mutual Insurance Company

Policy Number:	**PAZ 7709961-01**
Policy Type:	Personal Auto
Reason Issued:	Amendment
Change Effective Date:	08/05/2017

Named Insured & Mailing Address:
Wade Shonda & Charles
17 Carver St
Due West, SC 29639

Your Agency:
COUNTYBANC INS SERVICES INC
419 Main Street
P O Box 309
Greenwood, SC 29648
(864) 942-8000
Agency Number: 0103620

Policy Period: From **08/05/2017** to **08/05/2018**

This policy period begins and ends at 12:01 a.m. at the address of the named insured stated herein.

Your policy consists of these declarations page(s), the policy jacket and the applicable policy forms and endorsements. This supercedes any previously issued declarations page(s) for this policy period.

This change resulted in a decrease of **$171.00** in premium.

Amendment Reason(s): Decrease Undpd Rejected
Decrease Underinsured Motorist Coverage Rejected

Total Policy Premium Summary

Program: Preferred IV XL

This Personal Auto policy includes coverage for the following:

Premium Summary

Vehicle	Year	Make / Model	Type	Premium
1	1993	Chevrolet / GMT-400	Private Passenger	$387.00
2	2002	BMW / 325	Private Passenger	$574.00
3	2013	Nissan / Altima	Private Passenger	$895.00
			Total Policy Premium	**$1,856.00**

Save Money With Our Auto Paid-in-Full Discount Offer!

Here's how it works.
Pay your qualifying policy in full on your first payment.

Policy Premium without Discount:	$1,856.00
Paid-in-Full Discount:	($81.00)
Policy Premium with Paid-in-Full Discount:	**$1,775.00**

(Your invoice will be mailed separately.)

Policy Discount Summary

Chargeable accident occurring on 05/15/2017 is not being surcharged since you qualify for our First Accident Forgiveness Program.

The following policy discounts have been deducted in determining your Total Policy Premium:

Discount	Amount
1 Year Longevity Discount	-$42.00
5 Year Loss Free Discount	-$158.00
Account Credit Applies To All Vehicles	-$185.00

Driver Information

Driver ID	Driver Name	Birth Date	License Number
1	Shonda	08/21/1978	On File
2	Charles	02/14/1970	On File

Insured Vehicles and Schedule of Coverages

Insurance is provided where a premium is shown for the coverage.

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267

State: SC **Territory:** 007 **Symbol(s):** 08 **Class Code:** 889120

Vehicle Use: Pleasure or work under 3 miles **Work/School Days:** 5 **Miles:** 00 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$100.00
Property Damage Liability		$100,000 Each Accident	$64.00
Medical Payments		$5,000 Per Person	$14.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$40.00
Collision Loss	$250	Actual Cash Value	$88.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$387.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause

Vehicle 1: 1993 Chevrolet GMT-400 VIN: 1GCDC14KXPZ137267 *(Continued)*

Vehicle Level Endorsements ***(Continued)***

PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

Multi-Car Discount

Additional Interests:

Commercial Bank, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284

State: SC **Territory:** 007 **Symbol(s):** 16 **Class Code:** 884220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 5 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$104.00
Property Damage Liability		$100,000 Each Accident	$66.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$104.00
Collision Loss	$250	Actual Cash Value	$208.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$574.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PP0305	08/86	Loss Payable Clause
PPD0465	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

ROA 0226

Vehicle 2: 2002 BMW 325 VIN: WBAET37452NJ19284 *(Continued)*

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

Additional Interests:

Commercial Bak, PO Box 217, Due West, SC 29639
Type of Interest: Loss Payee

Vehicle 3: 2013 Nissan Altima VIN: 1N4AL3AP5DN538765

State: SC **Territory:** 007 **Symbol(s):** 30/31 **Class Code:** 889220
Vehicle Use: Work 3 or more miles **Work/School Days:** 5 **Miles:** 7 **Vehicle Type:** Private Passenger

Vehicle Coverages	Deductible	Limits of Liability	Premium
Split Liability Limits			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$112.00
Property Damage Liability		$100,000 Each Accident	$71.00
Medical Payments		$5,000 Per Person	$11.00
Split Uninsured Motorists			
Bodily Injury Liability		$100,000 Each Person $300,000 Each Accident	$50.00
Property Damage Liability		$25,000 Each Accident	$2.00
Policy Does Not Provide Underinsured Motorists Bodily Injury Coverage			
Policy Does Not Provide Underinsured Motorist Property Damage Coverage			
Other Than Collision Loss	$250	Actual Cash Value	$210.00
Collision Loss	$250	Actual Cash Value	$410.00
Optional Transportation Expense Coverage		$30 Per Day/$900 Max	$22.00
Towing And Labor		$75 Limit	$7.00
PACE Protector			Included
		Vehicle Premium	**$895.00**

Vehicle Level Endorsements:

PP0302	06/98	Optional Limits Transportation Expenses Coverage
PP0303	04/86	Towing And Labor Costs Coverage
PPD0485	09/13	Uninsured Motorists Coverage - South Carolina
PPD9012	07/15	Personal Auto Coverage Enhancement (PACE) Protector Endorsement
SMAACP	06/10	Southern Mutual Automobile Account Credit Plan

Vehicle Level/Coverage Discounts:

15% Anti-Theft Discount if Other Than Collision Coverage provided
30% Passive Restraint Discount if Medical Payments Coverage provided.
Anti-Lock Braking Discount if Liability Coverage provided
Multi-Car Discount

ROA 0227

Additional Policy Information:

Policy Level Forms and Endorsements

PP0001	06/98	Personal Auto Policy
PP1301	12/99	Coverage For Damage To Your Auto Exclusion Endorsement
PPD0178	09/13	Amendment Of Policy Provisions - South Carolina

DEFENDANT'S EXHIBIT 1

Δ 1

Donegal v. Wade
2020-CP-04-02533

Summary of Emails

July 26, 2017	11:13 AM	Linda Barnes to Charles Wade Sign attached Form for UIM rejection
July 26, 2017	10:07 PM	Charles Wade to Linda Barnes "Thank you, will do"
July 27, 2017	12:33 PM	Charles Wade to Linda Barnes No wording in email – attachment
August 1, 2017	7:23 AM	Charles Wade to Michelle Rogers Signed Form UIM – Not properly filled out
August 1, 2017	8:42 AM	Michelle Rogers to Charles Wade Form Forwarded for Processing
August 1, 2017	9:25 AM	Michelle Rogers to Charles Wade Do you want UIM or you'll get 25/50/25?
August 8, 2017	8:44 AM	Michelle Rogers to Charles Wade "Per my conversation with Shonda this morning..."
August 8, 2017	1:10 PM	Charles Wade to Michelle Rogers I wish to completely reject UIM BI/PD
August 8, 2017	2:43 PM	Michelle Rogers to Charles Wade We will need another signed form if we need to go further back than 8/5/2017

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ----------
From: Linda Barnes <lbarnes@ecountybank.com>
Date: Wed, Jul 26, 2017, 11:13 AM
Subject: Underinsured Motorist Rejection
To: charleswade17@gmail.com <charleswade17@gmail.com>

Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.

Linda Barnes, CISR, CPIW, ACSR

Personal Lines Sales Representative

Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

Trusted Choice®

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noreply@ecountybank.com_20170726_103352.pdf
164K



Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ----------
From: Charles w <charleswade17@gmail.com>
Date: Wed, Jul 26, 2017, 10:07 PM
Subject: Re: Underinsured Motorist Rejection
To: Linda Barnes <lbarnes@ecountybank.com>

Thank you, will do.

On Jul 26, 2017 11:13 AM, "Linda Barnes" <lbarnes@ecountybank.com> wrote:

> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.
>
> **Linda Barnes, CISR, CPIW, ACSR**
>
> Personal Lines Sales Representative
>
> **Countybanc Insurance Services Inc.**
>
> 3431 Pelham Rd
>
> Greenville, SC 29615
>
> Phone: 864-335-2457
>
> Fax: 864-335-2451
>
> Email: lbarnes@ecountybanc.com
>
> www.countybancinsurance.com
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>
> This original email was sent to the Internet for delivery at 26 Jul 2017 11:13:27 -0400

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ----------
From: Charles w <charleswade17@gmail.com>
Date: Thu, Jul 27, 2017, 12:33 PM
Subject: Fwd: Underinsured Motorist Rejection
To: <mrogers@ecountybanc.com>

---------- Forwarded message ----------
From: "Linda Barnes" <lbarnes@ecountybank.com>
Date: Jul 26, 2017 11:13 AM
Subject: Underinsured Motorist Rejection
To: "charleswade17@gmail.com" <charleswade17@gmail.com>
Cc:

Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.

Linda Barnes, CISR, CPIW, ACSR

Personal Lines Sales Representative

Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

www.countybancinsurance.com

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noreply@ecountybank.com_20170726_103352.pdf
154K

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>
Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ---------
From: Charles w <charleswade17@gmail.com>
Date: Tue, Aug 1, 2017, 7:23 AM
Subject: Re: Underinsured Motorist Rejection
To: <mrogers@ecountybanc.com>

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

> ---------- Forwarded message ---------
> From: "Linda Barnes" <lbarnes@ecountybank.com>
> Date: Jul 26, 2017 11:13 AM
> Subject: Underinsured Motorist Rejection
> To: "charleswade17@gmail.com" <charleswade17@gmail.com>
> Cc:
>
> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.
>
> **Linda Barnes, CISR, CPIW, ACSR**
>
> Personal Lines Sales Representative
>
> **Countybanc Insurance Services Inc.**
>
> 3431 Pelham Rd
>
> Greenville, SC 29615
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> Phone: 864-335-2457
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> Fax: 864-335-2451
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> Email: lbarnes@ecountybanc.com
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> www.countybancinsurance.com
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> Trusted Choice
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> https://www.countybancinsurance.com/custom/countybancinsurance/image/facebook-like.jpg
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This original email was sent to the Internet for delivery at 26 Jul 2017 11:13:27 -0400

EPSON050.PDF
226K

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:37 AM

---------- Forwarded message ---------
From: Michelle Rogers <mrogers@countybanc.com>
Date: Tue, Aug 1, 2017, 8:42 AM
Subject: RE: Underinsured Motorist Rejection
To: Charles w <charleswade17@gmail.com>

Thanks – I have forwarded this to the company to process.

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

[Quoted text hidden]

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>
Wed, Oct 6, 2021 at 10:38 AM

---------- Forwarded message ---------
From: Michelle Rogers <mrogers@countybanc.com>
Date: Tue, Aug 1, 2017, 9:25 AM
Subject: RE: Underinsured Motorist Rejection
To: Charles w <charleswade17@gmail.com>

Are you wanting to completely reject the UIM bodily injury and property damage or are you wanting to have it at 25/50/25?

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

---------- Forwarded message ---------
From: "Linda Barnes" <lbarnes@ecountybank.com>
Date: Jul 26, 2017 11:13 AM

Subject: Underinsured Motorist Rejection
To: "charleswade17@gmail.com" <charleswade17@gmail.com>
Cc:

Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.

Linda Barnes, CISR, CPIW, ACSR

Personal Lines Sales Representative

Countybanc Insurance Services Inc.

3431 Pelham Rd

Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: lbarnes@ecountybanc.com

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This original email was sent to the Internet for delivery at 26 Jul 2017 11:13:27 -0400

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:38 AM

---------- Forwarded message ----------
From: Michelle Rogers <mrogers@countybanc.com>
Date: Tue, Aug 8, 2017, 8:44 AM
Subject: FW: Underinsured Motorist Rejection
To: Charles w <charleswade17@gmail.com>

Charles

Per my conversation with Shonda this morning -- she advised you guys wish to reject the UIM completely for bodily injury and property damage.

If so you will need to let me know that you wish to completely reject the UIM BI/PD...otherwise there will be UIM BI/PD coverage of 25/50/25 on your autos.

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Michelle Rogers
Sent: Tuesday, August 01, 2017 9:26 AM
To: 'Charles w' <charleswade17@gmail.com>
Subject: RE: Underinsured Motorist Rejection

Are you wanting to completely reject the UIM bodily injury and property damage or are you wanting to have it at 25/50/25?

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

> ---------- Forwarded message ----------
> From: "Linda Barnes" <lbarnes@ecountybank.com>
> Date: Jul 26, 2017 11:13 AM
> Subject: Underinsured Motorist Rejection
> To: "charleswade17@gmail.com" <charleswade17@gmail.com>
> Cc:
>
> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.
>
> **Linda Barnes, CISR, CPIW, ACSR**
>
> Personal Lines Sales Representative
>
> **Countybanc Insurance Services Inc.**
>
> 3431 Pelham Rd
>
> Greenville, SC 29615

Phone: 864-335-2457

Fax: 864-335-2451

Email: jbarnes@ecountybanc.com

www.countybancInsurance.com

Trusted Choice® https://www.countybancInsurance.com/custom/countybancinsurance/image/facebook-like.jpg

Disclaimer For Countybank, Countybanc Insurance, Countybanc Investments, & Greenwood Capital Associates

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This original email was sent to the Internet for delivery at 26 Jul 2017 11:13:27 -0400

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Mon, Feb 15, 2021 at 12:48 PM

---------- Forwarded message ----------
From: Charles w <charleswade17@gmail.com>
Date: Tue, Aug 8, 2017 at 1:10 PM
Subject: Re: FW: Underinsured Motorist Rejection
To: Michelle Rogers <mrogers@countybanc.com>

I want to completely reject the UIM BI/PD.

On Aug 8, 2017 8:44 AM, "Michelle Rogers" <mrogers@countybanc.com> wrote:

> Charles
>
> Per my conversation with Shonda this morning – she advised you guys wish to reject the UIM completely for bodily injury and property damage.
>
> If so you will need to let me know that you wish to completely reject the UIM BI/PD...otherwise there will be UIM BI/PD coverage of 25/50/25 on your autos.
>
> Thank you,
>
> **Michelle Rogers**
>
> Customer Service Agent
>
> Countybanc Insurance Services
>
> 1230 Reynolds Avenue
>
> Greenwood SC 29648
>
> PO Box 309
>
> Greenwood, SC 29648
>
> Tel: 864-942-8009
>
> Fax: 864-943-4566
>
> mrogers@ecountybanc.com
>
> www.countybancinsurance.com

DEFENDANT'S EXHIBIT
Charles Wade
8/07/2021

From: Michelle Rogers
Sent: Tuesday, August 01, 2017 9:26 AM

To: 'Charles w' <charleswade17@gmail.com>
Subject: RE: Underinsured Motorist Rejection

Are you wanting to completely reject the UIM bodily injury and property damage or are you wanting to have it at 25/50/25?

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Charles w [mailto:charleswade17@gmail.com]
Sent: Tuesday, August 01, 2017 7:24 AM
To: Michelle Rogers <mrogers@countybanc.com>
Subject: Re: Underinsured Motorist Rejection

On Thu, Jul 27, 2017 at 12:33 PM, Charles w <charleswade17@gmail.com> wrote:

> ——— Forwarded message ———
> From: "Linda Barnes" <lbarnes@ecountybank.com>
> Date: Jul 26, 2017 11:13 AM
> Subject: Underinsured Motorist Rejection
> To: "charleswade17@gmail.com" <charleswade17@gmail.com>
> Cc:
>
> Just sign the attached form where I have placed an X and take it by Michelle's office Friday or next week.

Linda Barnes, CISR, CPIW, ACSR

Personal Lines Sales Representative

Thomas Hite III <t3@hiteandstone.com>

Fwd: FW: Underinsured Motorist Rejection

Charles w <charleswade17@gmail.com>
To: Thomas Hite III <t3@hiteandstone.com>

Wed, Oct 6, 2021 at 10:39 AM

---------- Forwarded message ----------
From: Michelle Rogers <mrogers@countybanc.com>
Date: Tue, Aug 8, 2017, 2:43 PM
Subject: FW: FW: Underinsured Motorist Rejection
To: Charles w <charleswade17@gmail.com>

We will need another signed form that is dated if we need to go further back than 8/5/2017 and re-emailed to us.

Thank you,

Michelle Rogers

Customer Service Agent

Countybanc Insurance Services

1230 Reynolds Avenue

Greenwood SC 29648

PO Box 309

Greenwood, SC 29648

Tel: 864-942-8009

Fax: 864-943-4566

mrogers@ecountybanc.com

www.countybancinsurance.com

From: Michelle Rogers
Sent: Tuesday, August 08, 2017 1:20 PM

[Quoted text hidden]

[Quoted text hidden]

EPSON050.pdf
226K

DEFENDANT'S EXHIBIT 2

D2

SOUTH CAROLINA AUTO SUPPLEMENT

AGENCY	APPLICANT/NAMED INSURED	
Countryhaven Ins.	Charles & Shonda Wade	
POLICY NUMBER	CARRIER Main Street America Protection Insurance Company	NAIC CODE
PAZ 7709961	P O Box 2005 Keene, NH 03431 (800) 258-5310	

1. OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

Automobile liability insurance coverage pays other motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage pays for bodily injuries to others inflicted by your motor vehicle. Property damage coverage pays for damages which your motor vehicle causes to other motor vehicles or property.

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least $25,000 of bodily injury coverage for each person whom you may injure in any single accident and $50,000 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide at least $25,000 in property damage coverage for each accident you may cause. You may have seen these limits described as $25,000/$50,000/$25,000 or 25-50-25. These limits are commonly-known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a $550 fee to drive uninsured. There is no requirement that an insurance company offer higher than minimum limits of automobile liability insurance coverage. If your insurance company does offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorist coverage and optional underinsured motorist coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

Uninsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically provides uninsured motorist coverage of $25,000/$50,000/$25,000. There is a $200 deductible for uninsured property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits up to the limits of the liability coverage you have purchased. The limits of additional uninsured motorist coverage which your insurance company is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those increased limits. You may not purchase uninsured motorist coverage with limits in excess of your liability limits.

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but which is insufficient to fully compensate you for your damages.

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Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible are shown on this form, together with the additional premium for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits

If you reject optional underinsured or additional uninsured motorist coverages shown on this form and if you are involved in an automobile accident that is not your fault, this form may be used by your insurance company as evidence against you if you make a claim for additional uninsured motorist coverage or optional underinsured motorist coverage.

Important Notice

If you do not complete this form and return it to your insurance company (shown above) or insurance agent within 30 days, your insurance company is required by law to add additional Uninsured Motorists coverage and optional Underinsured Motorists coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

In the future, if you wish to increase or to decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact either your insurance agent or your insurance company. You will not be presented with another copy of this form by your insurance agent or insurance company upon the renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by your insurance agent or current insurance company when you extend, change, supersede, or replace your automobile liability insurance policy.

Please read this form carefully. Your insurance agent or your insurance company must answer any questions which you may have. If you have any further questions, you may contact the Department of Insurance at:

Office of Consumer Services

South Carolina Department of Insurance

Capitol Center

1201 Main Street

Suite 1000

Columbia, SC 29201

Post Office Box 100105 Columbia, South Carolina 29202-3105

(803) 737-6180

(800) 768-3467

E-mail Address: consumers@doi.sc.gov

2. Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase additional uninsured motorist coverage? ☑ YES ☐ NO

If your answer is "NO", you must sign here: _____

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☑ I select 100 / 300 / 25 split limits; OR

☐ I select _____ single limit.

ROA 0247

3. Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of $25,000/$50,000/$25,000 are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Partnerships

1. Split Limits (000's)

	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
25/50/25						
50/100/50						
100/300/50						
250/500/50						
Other						

2. Single Limits

LIMIT	Number of Autos (premium per auto)					
	1	2	3 - 4	5 - 9	10 - 30	> 30
75,000						
100,000						
300,000						
500,000						

Do you wish to purchase optional underinsured motorist coverage? ☐ YES ☑ NO

If your answer is "NO", you must sign here: X Charles & Shonda Wade

If your answer is "YES", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.

☐ I select _____ / _____ / _____ split limits; OR I

☐ select _____ single limit.

Please apply to all vehicles

4. Applicant's Acknowledgement

By my signature, I acknowledge that I have read, or I have had read to me, the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under any of these coverages is subject both to the terms and conditions of my automobile insurance policy and to the laws of the State of South Carolina.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding pages have been selected by me. This is the type and amount of insurance coverage I wish to purchase.

Type or Print Your Name: Charles & Shonda Wade

Your Signature: X Charles & Shonda Wade

Your Address: _____

_____ ZIP Code: _____

Today's Date: _____

Effective Date: _____

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

Case No. 2020-CP-04-02533

Donegal Insurance, ...Appellant,

v.

Charles H. Wade, ...Respondent.

NOTICE OF APPEAL

Donegal Insurance appeals the Final Order of the Honorable J. Cordell Maddox, Jr., dated March 17, 2023. Appellant received written notice of entry of this order on March 17, 2023.

April 5, 2023

s/*Karl S. Brehmer*
Brown and Brehmer
Post Office Box 7966
Columbia, SC 29202
(803) 771-6600
Attorney for Appellant

Other Counsel of Record:

Thomas Erskine Hite, III
Hite and Stone
Post Office Box 805
Abbeville, SC 29620-0805
(864) 366-5400

RECEIVED
NOV 21 2023
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas
J. Cordell Maddox, Circuit Court Judge

Civil Action No. 2020-CP-04-02433

Appellate Case No. 2023-000549

Donegal Insurance,

Appellant,

v.

Charles H. Wade,

Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/Karl S. Brehmer
Karl S. Brehmer, SC Bar No. 12847
Andrew C. Brehmer, SC Bar No. 106113
Brown & Brehmer
1720 Main Street, Suite 201
Post Office Box 7966 (29202)
Columbia, South Carolina 29201
(803) 771-6600
ksb@brownandbrehmer.com
acb@brownandbrehmer.com
Attorneys for Appellant

November 20, 2023