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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Kristi F. Curtis, Circuit Court Judge

Case No. 2022-000703

Progressive Northern Insurance Company, Respondent,

v.

Gloria Oliver, Richard Prothro, and Sharon Prothro, Defendants,
Of Whom Gloria Oliver is the Appellant.

**RECORD ON APPEAL
VOLUME 3**

J. Thomas McElveen, III
John R. Moorman
Bryan Law Firm of SC, L.L.P.
Post Office Box 2038
Sumter, South Carolina 29151
(803) 775-1263
Attorneys for Appellant

J.R. Murphy, Esquire
Wesley B. Sawyer, Esquire
Sarah E. Caiello, Esquire
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, South Carolina 29260
Attorneys for Respondent Progressive Northern
Insurance Company

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1 The deposition of Richard Prothro is being taken
2 pursuant to Notice and in accordance with the South
3 Carolina Rules of Civil Procedure and Amendments as adopted
4 by the Supreme Court which shall control the taking of said
5 deposition and its use thereof.

6 Counsel, with the specific consent of the witness,
7 waives the reading and signing of the deposition prior to
8 the time it is filed with the Court.

9 (Richard Prothro, having been duly sworn, testifies as
10 follows:)

11 EXAMINATION BY MS. CAIELLO:

12 Q. Mr. Prothro, I am Sarah Caiello. I just introduced
13 myself to your wife. I didn't get a chance to meet
14 you earlier before the deposition started. But I'm
15 one of the lawyers in the case involving the insurance
16 policy that we are here about today; okay?

17 A. Okay.

18 Q. And again, I will ask Mr. McElveen if we can stipulate
19 that he has heard all the instructions and ---

20 MR. MCELVEEN: Yeah, he has heard the
21 instructions of a deposition twice now.

22 I think once with him ---

23 MR. PROTHRO: Yes.

24 MR. MCELVEEN: -- and once for his
25 wife, and unless he has any questions,

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1 I'm certainly okay with that.

2 MS. CAIELLO: Thank you.

3 Q. Do you have any questions about how we are going to
4 proceed here?

5 A. No.

6 Q. Okay. You are doing great with the verbal answers.
7 I appreciate that. And I just want to follow up about
8 the policy, your wife's Progressive policy; okay?

9 A. Okay.

10 Q. I believe the testimony earlier was that you were with
11 her in April of 2009 when she took out the policy?

12 A. Yes.

13 Q. Do you recall that?

14 A. Yes.

15 Q. Okay. And you went into the local agency here and met
16 with Leslie Todd; is that correct?

17 A. Yes.

18 Q. Okay. Did you have your own car insurance at that
19 time?

20 A. No.

21 Q. Why not?

22 A. I didn't have a car.

23 Q. Okay. Did you also -- did you have a License at that
24 time?

25 A. No.

- 1 Q. Why not?
- 2 A. It was suspended.
- 3 Q. Okay. Why was it suspended?
- 4 A. DUI.
- 5 Q. Okay. But you went with your wife, Ms. Prothro, to
6 take out the Progressive policy in 2009?
- 7 A. Yes.
- 8 Q. Okay. Were you there when Leslie explained that you
9 would be excluded from that policy?
- 10 A. Yes.
- 11 Q. What do you recall of that conversation?
- 12 A. That I would be -- what's the word?
- 13 Q. Excluded?
- 14 A. Excluded from the policy.
- 15 Q. Okay. Do you know what that means?
- 16 A. Yes.
- 17 Q. What does that mean?
- 18 A. The insurance wouldn't cover me.
- 19 Q. Okay. Does that -- okay. When was your Driver's
20 License suspended?
- 21 A. About ten years ago.
- 22 Q. Okay. But it was excluded -- I'm sorry -- it was
23 suspended by April of 2009?
- 24 A. Yes.
- 25 Q. Okay. I'm going to hand you -- it is the exact same

1 document we looked at earlier, that you were shown
2 earlier and your wife has been shown and I'm just
3 going to show it to you as well.

4 MS. CAIELLO: It will be Plaintiff's
5 Exhibit One.

6 COPY OF DRIVER EXCLUSION ELECTION FORM
7 MARKED PLAINTIFF'S EXHIBIT NUMBER ONE.

8 Q. You can look over that and let me know when you are
9 ready; I'm going to ask you a couple questions.

10 A. Okay.

11 Q. Okay. Have you ever seen this document before --
12 before today?

13 A. Yes.

14 Q. When have you seen it?

15 A. When she took out the insurance.

16 Q. In April of 2009?

17 A. Yes.

18 Q. Okay. So, are -- is this your name, Richard Prothro,
19 at the top?

20 A. Yes.

21 Q. And your date of birth is May 6, 1955?

22 A. Yes.

23 Q. That is listed there?

24 A. Yes.

25 Q. Is that your wife's signature down at the bottom where

1 it says Sharon G. Prothro?

2 A. Yes.

3 Q. Okay. And that date is April 2nd, 2009; is that
4 correct?

5 A. Yes.

6 Q. Okay. And do you see where -- let's see, this last
7 paragraph, I'm going to read that first little bit:
8 "I declare that either the Driver's License of the
9 excluded persons named in this Driver -- Named Driver
10 Exclusion Election has been turned into the
11 Department of Motor Vehicles" -- do you see where that
12 is?

13 A. Yes.

14 Q. And you agree that you did not have a Driver's License
15 at that time because it was suspended?

16 A. Right.

17 Q. And do you see right under your name where it is
18 listed here at the top, that next paragraph where it
19 says, "No coverage is provided for any claim arising
20 from an accident or loss involving a motorized vehicle
21 being operated by an excluded person"?

22 A. Yes.

23 Q. Do you agree that the accident that occurred in July
24 of 2016 involved a vehicle that you were operating?

25 A. Yes.

1 Q. And you agree that this form names you as an excluded
2 driver?

3 A. Yes.

4 Q. That same sentence I just read, "No coverage provided
5 for any claim arising out of an accident or loss
6 involving a motorized vehicle," does that specify any
7 particular vehicle or does it just say -- any or a
8 motorized vehicle?

9 A. Any.

10 Q. Do you know if your wife has ever done away with this
11 form and added you to her car insurance policy?

12 A. No, she hasn't.

13 Q. So, since 2009, your wife has not put you on her car
14 insurance policy?

15 A. No.

16 Q. Okay. Do you ever ask anyone when you get in a car
17 with them if they have car insurance on their car?

18 A. No.

19 Q. Do you think most people do?

20 A. No.

21 Q. Okay. Do you ever volunteer to anyone whether you
22 have car insurance or not?

23 A. No.

24 Q. Do you think most people do?

25 A. No.

- 1 Q. So, at the time of this accident, your wife had
2 already signed this document saying you were not going
3 to be on the car insurance; correct?
- 4 A. Yes.
- 5 Q. The accident occurred -- sorry -- she signed this form
6 in 2009; is that correct?
- 7 A. Right.
- 8 Q. And this accident occurred in 2016?
- 9 A. Yes.
- 10 Q. And between 2009 and 2016, she had never put you on
11 her car insurance policy?
- 12 A. No.
- 13 Q. And you were aware that you were an excluded driver?
- 14 A. Yes.
- 15 Q. I am going to ask you this -- one of the same
16 questions I asked her, too. Do you recall anyone
17 coming to your house on January 28th, 2019, this year,
18 around 6:30 at night?
- 19 A. Yes.
- 20 Q. You recall them giving you some paperwork?
- 21 A. Yes.
- 22 Q. Do you know what -- whether that was about the lawsuit
23 with the car insurance policy or the lawsuit with the
24 car wreck?
- 25 A. I don't recall.

1 Q. But you do recall getting that paperwork?

2 A. Yes.

3 Q. Okay.

4 MS. CAIELLO: I think that is
5 all I have.

6 MR. McELVEEN: Okay.

7 EXAMINATION BY MR. MCELVEEN:

8 Q. Just a few follow-up questions for you, Mr. Prothro.
9 We are on the home stretch here, okay, because I asked
10 you a lot of questions earlier in your first
11 deposition related to the car wreck. Do you also
12 understand now that this deposition is not for the car
13 wreck case that Ms. Oliver has brought against you and
14 your wife?

15 A. Yes.

16 Q. You understand why we are taking this deposition right
17 now?

18 A. Yes.

19 Q. It has got to do with a lawsuit that Progressive
20 Insurance Company brought against you, your wife and
21 my client, Ms. Oliver; is that correct?

22 A. I understand it now.

23 Q. When did you come to understand that?

24 A. In here while we were doing this.

25 Q. Okay. And so, when you -- when you were served with

1 something around January 28th, 2019, what did you
2 think that was?
3 A. I don't know. I didn't read it.
4 Q. Okay. And are you aware that Progressive Insurance
5 Company has -- has asked that you and your wife be
6 held in default as a result of the action that they
7 brought against you?
8 A. I -- yeah, I think so.
9 Q. When did you learn that?
10 A. Seem like I read it on one of those papers.
11 Q. Okay. Do you have an attorney for -- do you have an
12 attorney for the lawsuit that has been brought against
13 you ---
14 A. No.
15 Q. I've got to finish the question. Do you have an
16 attorney for the lawsuit that has been brought against
17 you by Progressive Insurance Company?
18 A. No.
19 Q. You don't. Okay. But you do have one for the lawsuit
20 that my client brought against you and against your
21 wife; correct?
22 A. No, we don't have any.
23 Q. Okay. But you -- but you do have a lawyer for the
24 lawsuit that my client has brought against you and Ms.
25 Prothro; is that correct?

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1 A. Yes.

2 Q. That is Mr. Crudup; right?

3 A. Yes.

4 Q. You do have a lawyer for that?

5 A. Right.

6 Q. Okay. And so, the things that Ms. Caiello just asked
7 you about in the testimony you just gave to her, do
8 you have any reason to believe that my client, Gloria
9 Oliver, would have known about any of that on July
10 24th, 2016?

11 A. No.

12 Q. Okay. And just to be clear on that again, did you
13 ever tell Gloria Oliver on July 24th, 2016 or any time
14 prior to that that you were not a covered driver for
15 that ---

16 A. No.

17 Q. -- Contour?

18 A. No.

19 Q. Okay. To your knowledge, did anybody ever tell Gloria
20 Oliver on July 24th, 2016 or prior to that that you
21 weren't covered on that policy?

22 A. No.

23 Q. Okay. And do you -- do you think before she got in
24 that car, Gloria Oliver should have asked you if you
25 were a covered driver?

1 A. I don't think so.

2 Q. Is that a normal thing to ask somebody before you get
3 in a car?

4 A. No.

5 Q. Because you knew Ms. Oliver; right?

6 A. Right.

7 Q. And she knew who you were; right?

8 A. Right.

9 Q. And wasn't her uncle already in the car before she got
10 in there?

11 A. Yes.

12 Q. Did he get in the car and ask you questions about your
13 insurance on ---

14 A. No.

15 Q. Do you think he knew that you weren't a covered driver
16 when he got in the vehicle?

17 A. Well, he knew my License was suspended.

18 Q. Okay. Did he -- did he know that you weren't a
19 covered driver?

20 A. I don't think so.

21 Q. Do you think he knew anything about that Exhibit that
22 has been handed -- handed to you as Plaintiff's
23 Exhibit Number One?

24 A. No.

25 Q. Okay.

1
2
3
4
5
6
7

MR. MCELVEEN: That is all I've got.

MS. CAIELLO: I think that's it.

Thank you so much.

(THERE BEING NO FURTHER QUESTIONS, THE DEPOSITION WAS
CONCLUDED AT 7:50 P.M.).

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Named Driver Exclusion Election

You have named the following persons as excluded drivers under this policy:

RICHARD PROTHRO

Date of Birth: May 6, 1955

No coverage is provided for any claim arising from an accident or loss involving a motorized vehicle being operated by an excluded person. This includes any claim for damages made against any named insured, resident relative, or any other person or organization that is vicariously liable for an accident or loss arising out of the operation of a motorized vehicle by the excluded driver.

This form must be signed by the named insured.

I understand and agree that this Named Driver Exclusion election shall apply to this policy and any renewal, reinstatement, substitute, amended, altered, modified or replacement policy with this company or any affiliated company, unless a named insured revokes this election.

I declare that either the driver's license of the excluded persons named in this Named Driver Exclusion election has been turned into the Department of Motor Vehicles, or that an appropriate policy of liability insurance or other security as may be authorized by law has been properly executed in the name of the person to be excluded.

Signature of named insured

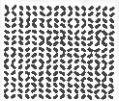
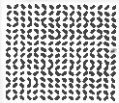
Date

X *Sharon J. Prothro*

4-2-09

Form 9330 SC (04/07)

Claim # 165237341



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2019-CP-43-00105

Progressive Northern Insurance Company,

Plaintiff,

v.

**SUPPLEMENTAL MEMORANDUM IN
RESPONSE TO REQUEST FOR
ADDITIONAL BRIEFING**

Gloria Oliver, Richard Prothro and Sharon
Prothro,

Defendant.

The Plaintiff above named, Progressive Northern Insurance Company (“Progressive”), hereby submits this Memorandum in response to the Court’s request for supplemental briefing on the issues raised in this case.

PROCEDURAL HISTORY

Progressive commenced this action on January 23, 2019. Progressive originally filed its Motion for Summary Judgment on October 21, 2019. The Court held a hearing on Progressive’s Motion on September 14, 2020. After the hearing, the Court indicated it would be denying Progressive’s Motion and that its ruling would also include a finding of uninsured motorist coverage for the Defendant Oliver. However, because Oliver had not filed her own dispositive motion at the time of the hearing on Progressive’s Motion, the parties agreed to allow Oliver to file her own motion, after which the Court would enter its written decision. Oliver then filed her Motion for Summary Judgment on July 12, 2021, with a proposed Order also submitted through the electronic filing system with the Clerk of Court.

After Oliver submitted her Motion, but before this Court had an opportunity to issue a written decision, the South Carolina Supreme Court rendered a decision in the case of *United*

Services Auto. Ass'n v. Pickens, 434 S.C. 60, 862 S.E.2d 442 (Aug. 11, 2021). Progressive submitted this case decision to the Court as supplemental authority. The parties then both submitted a series of emails to the Court addressing the impact of the *Pickens* decision.

The case appeared on the non-jury roster meeting held on January 10, 2022, after which the Court requested the parties to submit additional briefing on the issue. Counsel for both parties appeared at the roster meeting.

FACTS

The facts of this case are not in dispute. Progressive issued an automobile liability policy to its named insured Sharon Prothro.¹ As the named insured, Sharon Prothro made the decision to execute a form titled “**Named Driver Exclusion Election**” naming Richard Prothro as an excluded driver. The form was approved by the South Carolina Department of Insurance in accordance with South Carolina Code § 38-77-340. (Exhibits C and D to Progressive’s Mem. in Support). In the form, Sharon Prothro declared that Richard’s license had been turned in to the DMV. (Ex. A to Progressive’s Mem. in Support). The form stated: “No coverage is provided for any claim arising from an accident or loss involving a motorized vehicle being operated by an excluded person.” (*Id.*) (emphasis added). The parties do not dispute the validity of the form or its execution. The sole question before the Court is the legal effect of the exclusion on Gloria Oliver’s claim for uninsured motorist coverage.

ARGUMENT

¹ Progressive submitted exhibits to establish these facts with its original Memorandum in Support of its Motion for Summary Judgment. To avoid unnecessary duplication in the Record, Progressive is not attaching the exhibits to this Supplemental Memorandum. However, to the extent necessary, Progressive incorporates the exhibits herein by reference.

Progressive’s Named Driver Exclusion endorsement states in plain and unambiguous terms that Progressive “will not provide coverage for any claim arising from an accident or loss involving a motorized vehicle being operated by that excluded driver.” (Stip. of Fact, Ex. B to Memorandum in Support, p. 2). Gloria Oliver’s claim arises from an accident or loss involving a motorized vehicle operated by Richard Prothro – the excluded driver. Therefore, according to the plain terms of the contract entered into between Progressive and its named insured, no coverage applies to Gloria Oliver’s claims.

Gloria Oliver argues that the named driver exclusion renders the vehicle uninsured, thus entitling her to uninsured motorist coverage (UM). She then argues that the named driver exclusion cannot apply to a UM claim of a guest passenger.

The Supreme Court in *Pickens* specifically addressed whether a named driver exclusion applies to claims for UM coverage of passengers in the vehicle operated by the excluded driver, holding: “We hold the reasoning expressed in *Knight* applies equally here: **where the parties agree to exclude coverage when a named driver is operating a vehicle, that exclusion extends to all forms of coverage in the policy.**” 434 S.C. at 65, 862 S.E.2d at 445 (emphasis added). After acknowledging that South Carolina Code § 38-77-150(A) mandates UM coverage in all automobile insurance policies, the Supreme Court held: “[h]owever, excluding a named driver from all forms of coverage—even mandatory coverage—is permitted by section 38-77-340 and therefore does not violate section 38-77-150.” *Id.* at 66, 862 S.E.2d at 445. Thus, the Supreme Court in *Pickens* held that a named driver exclusion applies to all coverage under the policy, including what would otherwise be mandatory UM coverage.

Oliver argues that she must be provided UM coverage because she was a guest passenger, thus making her a statutory insured under South Carolina Code § 38-77-30. *See* S.C. Code § 38-

77-30(7) (defining “insured” to include “any person who uses with the consent . . . of the named insured the motor vehicle to which the policy applies and a guest in the motor vehicle to which the policy applies . . .”). However, the opening line of South Carolina Code § 38-77-340 explicitly states that the exclusion applies “Notwithstanding the definition of ‘insured’ in Section 38-77-30 . . .”). Moreover, the agreement, “when signed by the named insured, is binding upon **every insured to whom the policy applies** and any substitution or renewal of it.” S.C. Code Ann. §38-77-340 (emphasis added). In *Pickens*, the Supreme Court relied on this very language to hold that the public policy behind the UM statute could not be used to override the effect of the named driver exclusion. 434 S.C. at 66-67, 862 S.E.2d at 445 (“We believe section 38-77-340 expressly answers that argument . . .”).

The parties do not dispute that Prothro was an excluded driver operating the insured vehicle at the time of the accident. Therefore, in the words of the statute and the Supreme Court in *Pickens*, the excluded driver endorsement “is binding upon *every insured* to whom the policy applies.” S.C. Code §38-77-340 (emphasis added); *Pickens*, 434 S.C. at 66-67, 862 S.E.2d at 445. Therefore, Oliver is not entitled to any coverage, whether liability or UM coverage, that would otherwise exist under the Progressive policy but for the operation of the insured vehicle by an excluded driver.

The plain language of the statute, as interpreted by the Supreme Court in *Pickens*, leaves no room for Oliver’s arguments to the contrary. The question of whether she was an innocent guest passenger is irrelevant. The sole question is whether the excluded driver was operating the vehicle at the time of the collision. Because he was, the exclusion applies.

In fact, this case presents an even more compelling argument for non-coverage than *Pickens*. In *Pickens*, the vehicle was struck by a John Doe motorist. Although the excluded driver may have been driving at the time of the collision, he was not the cause of the collision. In contrast,

it is undisputed that Richard Prothro caused the accident in this case – while drunk and while operating without a license. If Oliver could simply shift Progressive’s exposure from liability coverage over to UM coverage, then the entire purpose of the excluded driver statute would be defeated. As the Supreme Court has repeatedly held, the purpose of the statute is to provide “the named insured the opportunity to pay lower premiums when a bad driver would otherwise be included within the policy . . .” *Pickens*, 434 S.C. at 67, 862 S.E.2d at 445 (citations omitted). If Progressive could be forced to pay for damages caused by the excluded driver’s operation of the vehicle under the UM provisions of the policy, then the statutory goal is defeated. Instead of charging less money on premiums, Progressive would simply take the increased liability premium for Richard Prothro being an insured and charge that increased premium as UM coverage. There would be no savings, and the statutory goal would not be met. Therefore, the facts in this case are even more compelling than those at issue in *Pickens*.

At its heart, Oliver’s argument is one of public policy. She stresses the burden a passenger would face if they had to ask the driver whether the driver was insured before agreeing to ride in his or her vehicle.² However, the Supreme Court in *Nationwide Insurance Company of America v. Knight*, 433 S.C. 371, 585 S.E.2d 633 (2021), held that courts cannot use public policy to override the plain terms of an insurance contract. In *Knight*, an estate sought UIM coverage for a motorcyclist hit by a drunk driver. The motorcyclist had UIM coverage on the motorcycle, but he was listed as an excluded driver on his wife’s Nationwide policy. The estate argued Nationwide’s named driver exclusion violated public policy to the extent it applied to UIM coverage. The Supreme Court disagreed, holding: “To be clear, this Court has not authority to invalidate an automobile insurance policy provision simply because we believe it is inconsistent with our own

² It is worth noting that Richard Prothro was intoxicated and unlicensed.

notion of ‘public policy.’” 858 S.E.2d at 635. “Rather, the General Assembly establishes the public policy relating to automobile insurance and enacts statutes to let the public and the courts know what that policy is.” *Id.* Therefore, “[w]hen an insured challenges a policy provision on the ground the provision violates public policy, the Court’s authority is limited to determining whether the policy provision violates a statute.” *Id.* In other words, if application of the named driver exclusion to UM coverage here does not violate a statute, then the named driver exclusion must be enforced according to its plain terms. As the Supreme Court held in *Pickens*: “where the parties agree to exclude coverage when a named driver is operating a vehicle, that exclusion extends to all forms of coverage in the policy.” 434 S.C. at 65, 826 S.E.2d at 445. Therefore, “denial of UM coverage to [an insured] did not violate section 38-77-340.” *Id.* Because the exclusion does not violate any statute, Oliver cannot use a general notion of public policy to overcome the plain language of the exclusion.

CONCLUSION

Based on the above, Progressive respectfully requests that the Court enter summary judgment in its favor. There is no dispute that Richard Prothro was a properly excluded driver under the policy at the time of the accident. Moreover, there is no dispute that he was operating the vehicle at the time of the accident that injured Oliver. Although this issue may have been unsettled when the Court heard arguments, the Supreme Court has now answered the question before this Court. Therefore, the Progressive policy “will not provide coverage for any claim” arising out of the accident.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.

s/J.R. Murphy

J.R. Murphy, Esquire (SC Bar #7941)
Wesley B. Sawyer, Esquire (SC Bar #100229)
Sarah E. Caiello, Esquire (SC Bar #103864)
P.O. Box 6648
Columbia, South Carolina 29260
(803) 782-4100
jrmurphy@murphygrantland.com
wsawyer@murphygrantland.com
scaiello@murphygrantland.com
Attorneys for the Plaintiff

Columbia, South Carolina
January 17, 2022

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2019-CP-43-00105

Progressive Northern Insurance Company,

Plaintiff,

v.

**MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

Gloria Oliver, Richard Prothro and Sharon
Prothro,

Defendant.

**TO: J. THOMAS MCELVEEN, III, ESQUIRE, ATTORNEY FOR DEFENDANT AND
TO THE DEFENDANT ABOVE NAMED:**

Plaintiff, Progressive Northern Insurance Company (hereinafter “Progressive”), in support of its Motion for Summary Judgment, states as follows.

FACTS

This declaratory judgment action arises from an automobile accident that occurred on July 24, 2016. Richard Prothro was operating a 1996 Ford automobile and carrying Gloria Oliver as a passenger at the time he was involved in a collision with another vehicle. Progressive issued a policy of personal automobile insurance, policy number 55178995-0, to Sharon Prothro (hereinafter the “Policy”). (Ex. A, Affidavit of Leslie Todd, ¶3). The 1996 Ford automobile was listed as an insured vehicle on the Policy. The Policy includes an endorsement that provides in pertinent part:

Named Driver Exclusion Endorsement

If **you** have asked **us** to exclude any person from coverage under this policy, then **we** will not provide coverage for any claim arising from an accident or loss involving a motorized vehicle being operated by that excluded driver. This includes any claim for damages made against **you**, a **relative**, or any other person or organization that is vicariously liable for an accident arising out of the operation of a motorized vehicle by the excluded driver.

(Ex. B, Policy).

On page 5 of her application for the Policy, Sharon Prothro signed a named driver exclusion election form, excluding Richard Prothro from coverage under the Policy, on April 2, 2009. (Ex. A, Affidavit of Leslie Todd, ¶4). This page indicates that Richard Prothro's driver's license had been turned into the Department of Motor Vehicles or that an appropriate policy of liability insurance or other security as may be authorized by law had been properly executed in Richard Prothro's name. (Ex. A, Affidavit of Leslie Todd, ¶4). At no time between April 2, 2009 and July 24, 2016 did Sharon Prothro revoke the named driver exclusion election regarding Richard Prothro. (Ex. A, Affidavit of Leslie Todd, ¶5). Although Oliver alleges that Sharon Prothro gave Richard Prothro permission to drive the vehicle on the date of the accident, Richard Prothro is an excluded driver under the terms of the Policy. Thus, the Policy does not provide coverage for the accident.

ARGUMENT

The General Assembly expressly permits excluded driver forms in insurance policies issued in the State of South Carolina. *See* S.C. Code Ann. § 38-77-340. Progressive's Named Driver Exclusion Endorsement states in plain and unambiguous terms that Progressive "will not provide coverage for any claim arising from an accident or loss involving a motorized vehicle being operated by that excluded driver." (Ex. B, Policy). Therefore, the exclusion applies, and the Policy does not extend any coverage for injuries Oliver allegedly sustained in the accident while Richard Prothro was driving the insured vehicle. *See Lincoln General Ins. Co. v. Progressive Northern Ins. Co.*, 406 S.C. 534, 547, 753 S.E.2d 437, 444 (Ct. App. 2013) (holding that an insurer is not required to provide mandatory minimum coverage for an accident caused by a properly

excluded driver regardless of the policyholder entrusting the insured vehicle to the excluded driver).

I. The Named Driver Exclusion Endorsement complies with every requirement of South Carolina Code § 38-77-30.

South Carolina's excluded driver statute provides in pertinent part:

Notwithstanding the definition of "insured" in Section 38-77-30, the insurer and any named insured must, by the terms of a written amendatory endorsement, the form of which has been approved by the director or his designee, agree that coverage under such a [policy of liability insurance] shall not apply while the motor vehicle is being operated by a natural person designated by name. The agreement, when signed by the named insured, is binding upon every insured to whom the policy applies and any substitution or renewal of it. However, no natural person may be excluded unless the *named insured declares* in the agreement that (1) the driver's license of the excluded person has been turned in to the Department of Motor Vehicles or (2) an appropriate policy of liability insurance or other security as may be authorized by law has been properly executed in the name of the person to be excluded.

S.C. Code Ann. § 38-77-340 (emphasis added). Under the terms of the statute, an excluded driver form is valid and enforceable where the form has been approved by the South Carolina Department of Insurance, the endorsement names the excluded driver, and the named insured declares that either the named excluded driver has turned in his license to the DMV or the named excluded driver has an appropriate policy of liability insurance. Each of these elements has been satisfied here.

A. The South Carolina Department of Insurance approved Progressive's Named Driver Exclusion Endorsement.

The first element required for application of § 38-77-340 is that the form must be approved by the South Carolina Department of Insurance. The South Carolina Department of Insurance has approved both the Named Driver Exclusion Election form included in Sharon Prothro's application for the Policy and the Named Driver Exclusion Endorsement included in the Policy. The South

Carolina Department of Insurance approved Progressive's use of the Named Driver Exclusion Election on June 19, 2007, with an effective date of June 19, 2007. (Ex. C, SERFF Document Filing Information for Filing PRGS-125164346).¹ The South Carolina Department of Insurance approved Progressive's use of the Named Driver Exclusion Endorsement on January 27, 2007, with an effective date of January 29, 2007. (Ex. D, SERFF Document Filing Information for Filing PRGS-125055171). Therefore, Progressive's Named Driver Exclusion Election and Named Driver Exclusion Endorsement satisfy the first requirement of § 38-77-340.

B. The Named Driver Exclusion Election names Richard Prothro as the excluded driver, and Sharon Prothro represented on the form that Richard Prothro had surrendered his license to the State Highway Department or had an appropriate policy of liability insurance.

The second requirement under § 38-77-340 is that the Named Driver Exclusion Election name the person to be excluded. "Richard Prothro" is clearly named as the "excluded person" on the Named Driver Exclusion Election form of Sharon Prothro's policy application. (Ex. A, Affidavit of Leslie Todd, ¶4; Ex. A to Affidavit of Leslie Todd, p. 5). Lastly, § 38-77-340 requires the named insured – Sharon Prothro – to represent on the form that the excluded driver had turned in his license to the State Highway Department *or* obtained other appropriate insurance. Here, Sharon Prothro signed the Named Driver Exclusion Election under a declaration stating that:

[E]ither the driver's license of the excluded persons named in this Named Driver Exclusion election has been turned into the Department of Motor Vehicles, or that an appropriate policy of liability insurance or other security as may be authorized by law has been properly executed in the name of the person to be excluded.

¹ The System for Electronic Rate and Form Filing (SERFF) is managed by the National Association of Insurance Commissioners as a method for facilitating the submission, review and approval of product filings between regulations – such as the South Carolina Department of Insurance – and insurance companies.

(Ex. A, Affidavit of Leslie Todd, ¶4; Ex. A to Affidavit of Leslie Todd, p. 5). Therefore, Progressive’s Named Driver Exclusion Endorsement satisfies each of the elements of § 38-77-340.²

II. The Named Driver Exclusion Endorsement applies to all coverage under the Policy, including coverage otherwise afforded to guests in a vehicle operated by the excluded driver.

In her Answer, Oliver asserts she is entitled to coverage under the Policy because South Carolina law establishes that she was a “guest” in the vehicle driven by Richard Prothro at the time of the accident. (Ans., ¶ 21). Oliver essentially claims that the Named Driver Exclusion Endorsement cannot apply to preempt coverage for certain insureds. Oliver argues that a “guest” in an insured vehicle, such as herself, is deemed by South Carolina law to be an “insured.” S.C. Code Ann. § 38-77-30(7). Nevertheless, § 38-77-340 explicitly states that an exclusion agreement “when signed by the named insured, is binding upon every insured to whom the policy applies and any substitution or renewal of it.” S.C. Code Ann. § 38-77-340; *see also Lincoln General Ins. Co.*, 406 S.C. at 547, 753 S.E.2d at 444 (holding that an insurer is not required to afford mandatory minimum coverage for an accident caused by a properly excluded driver).

In *Nationwide Insurance Company of America v. Knight*, the South Carolina Court of Appeals recently addressed a similar issue involving the underinsured motorist (“UIM”) coverage claims of the Estate of an excluded driver/resident relative who was killed in a car accident while he was driving his motorcycle insured on another policy. ___ S.E.2d ___, 2019 WL 4853631 (Ct. App. Oct. 2, 2019). Although *Knight* involved the question of the availability of optional UIM

² Section 38-77-340 provides that the excluded driver form applies to renewal and substitute policies. Therefore, once the endorsement is signed, it remains part of the policy until removed. At no time between April 2, 2009 and July 24, 2016, the date of the accident, did Sharon Prothro revoke the Named Driver Exclusion Election. (Ex. A, Affidavit of Leslie Todd, ¶5). Because the exclusion was never removed from the Policy, it was in full force and effect on the date of the accident.

coverage to an excluded driver, the court’s reasoning and holding are dispositive of the present case. The Court of Appeals reasoned that “[i]n enacting § 38-77-340, the Legislature empowered consumers to choose to limit their coverage—and corresponding premium—within applicable statutory constraints” and that allowing an excluded driver to obtain optional coverage under the same policy for which he is excluded from liability coverage “would impose a forced construction on the statute not intended by the General Assembly.” 2019 WL 4853631 at *4.

Similarly, to allow a “guest” of an excluded driver to obtain coverage for their claims involving the excluded driver’s operation of an insured vehicle would fundamentally alter the operation of § 38-77-340 in a way not intended by the General Assembly. Section 38-77-340 explicitly allows the exclusion of drivers and provides that such an exclusion “is binding upon every insured to whom the policy applies.” As a “guest” in the vehicle operated by Richard Prothro at the time of the accident, Oliver is such an “insured” under South Carolina law who is bound by the Named Driver Exclusion Endorsement in the Policy. *See* S.C. Code Ann. §§ 38-77-30(7); 38-77-340.

CONCLUSION

For the above-stated reasons, Progressive’s Motion for Summary Judgment should be granted. There is no dispute in this case that Sharon Prothro signed the Named Driver Exclusion Election naming Richard Prothro as an excluded driver. All of the statutory requirements of § 38-77-340 have been satisfied. Moreover, it is undisputed that Richard Prothro was operating a motor vehicle at the time of the accident. Therefore, the Policy provides that Progressive “will not provide coverage for any claim” arising out of the accident, and Progressive is entitled to a declaratory judgment that it does not owe any benefits under the Policy for any claims arising out of the July 24, 2016 accident.

MURPHY & GRANTLAND, P.A.

s/J.R. Murphy

J.R. Murphy, Esquire (SC Bar #7941)

Wesley B. Sawyer, Esquire (SC Bar #100229)

Sarah E. Caiello, Esquire (SC Bar #103864)

PO Box 6648

Columbia, South Carolina 29260

(803) 782-4100

Attorneys for the Plaintiff

Columbia, South Carolina
October 21, 2019

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2019-CP-43-00105

Progressive Northern Insurance Company,

Plaintiff,

v.

Gloria Oliver, Richard Prothro and Sharon Prothro,

Defendant.

AFFIDAVIT OF LESLIE TODD

PERSONALLY APPEARED BEFORE ME, the undersigned, Leslie Todd, who, after being duly sworn, deposes and says:

1. My name is Leslie Todd. I am above 18 years of age. I make this affidavit based on my knowledge and observations.

2. I am an insurance agent with Jim Robertson Insurance in Sumter, South Carolina. I am familiar with the procedures of incepting an insurance policy for Progressive Northern Insurance Company, including specifically the application for and inception of Progressive Policy No. 55178995-0 issued to Sharon Prothro.

3. Progressive Northern Insurance Policy issued a personal auto policy, Policy No. 55178995-0, to Sharon Prothro (hereinafter the "Policy"). The Policy includes a Named Driver Exclusion Election Endorsement that applies to any individual the named insured asked Progressive Northern Insurance Company to exclude from coverage under the Policy.

4. Page 5 of the application for Progressive Policy No. 55178995-0, attached hereto as Exhibit A, is signed by Sharon Prothro and dated April 2, 2009. This page indicates that Richard Prothro's driver's license had been turned into the Department of Motor Vehicles or that an



appropriate policy of liability insurance or other security as may be authorized by law had been properly executed in Richard Prothro's name.

5. At no time between April 2, 2009 and July 24, 2016 did Sharon Prothro revoke the Named Driver Exclusion Election.

FURTHER AFFIANT SAYETH NOT.


Leslie Todd

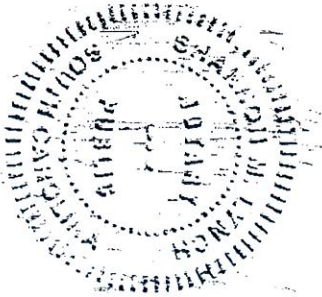
SWORN to and subscribed before me

This 13th day of September, 2019

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 4-21-25



Application for Insurance

Please review, sign where indicated and return



Policy number: 55178995-0
 Policyholder: SHARON PROTHRO
 April 2, 2009
 Page 1 of 12

Policy and premium information for policy number 55178995-0

Insurance company:	Progressive Northern Insurance Co P.O. Box 6807 Cleveland, OH 44101
Agent:	LESLIE D TODD JIM ROBERTSON INS 51 W WESMARK BLVD SUMTER, SC 29150 74196 803-773-3311
Named insured:	SHARON PROTHRO 111 CRESCENT AVE SUMTER, SC 29150 e-mail address: NONE Home: 803-774-8076 Work:
Financial responsibility vendor:	EQUIFAX 800-685-1111
Policy period:	Apr 2, 2009 - Oct 2, 2009
Effective date and time:	Apr 2, 2009 at 12:35 p.m.
Total policy premium:	\$282.00
Initial payment required:	\$71.25
Initial payment received:	\$71.25
Payment plan:	6 payments

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

Drivers and household residents

The applicant, spouse and all household residents 15 years of age or older, all regular operators of the vehicles described in this application, and all children who live away from home who drive these vehicles, even occasionally, are listed below. Your total policy premium can be affected by all persons of driving age. While designating drivers as List Only or Excluded may increase policy premium, the violation and accident history of Excluded and List Only drivers does not affect premium.

Name	Date of birth	Sex	Marital status	Relationship
SHARON PROTHRO Driver status: Rated	Jan 22, 1957	Female	Married	Insured
RICHARD PROTHRO Driver status: Excluded	May 6, 1955	Male	Married	Spouse



Policy number: 55178995-0
 SHARON PROTHRO
 Page 2 of 12

Outline of coverage

1987 OLDSMOBILE CUTLASS CIERA 4 door sedan

VIN: 1G3AJ5136HG331823

Garaging Zip Code: 29150

	Limits	Deductible	Premium
Liability To Others			\$213
Bodily Injury Liability	\$25,000 each person/\$50,000 each accident		
Property Damage Liability	\$25,000 each accident		
Uninsured Motorist			28
Bodily Injury	\$25,000 each person/\$50,000 each accident		
Property Damage	\$25,000 each accident	\$200	
Underinsured Motorist			40
Bodily Injury	\$25,000 each person/\$50,000 each accident		
Property Damage	\$25,000 each accident	\$0	
Total premium for 1987 OLDSMOBILE (Pleasure)			\$281
Subtotal policy premium			\$281
South Carolina Uninsured Motorist Fund charge			1
Total 6 month policy premium			\$282

Driving history

Progressive uses driving history to determine your rate. There are no accidents or violations for drivers on this policy.

Prior insurance and underwriting questions

Prior insurance: No

or 0508, cA, rp V, bp 6A

This application has been electronically transmitted.



Application agreement

Verification of content

I declare that the statements contained herein are true to the best of my knowledge and belief and do agree to pay any surcharges applicable under the Company rules which are necessitated by inaccurate statements. I declare that no persons other than those listed in this application regularly operate the vehicle(s) described in this application. I declare that none of the vehicles listed in this application will be used to carry persons or property for compensation or a fee, or for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food. I understand that this policy may be rescinded and declared void if this application contains any false information or if any information that would alter the Company's exposure is omitted or misrepresented.

Notice of information practices

I understand that to calculate an accurate price for my insurance, the Company may obtain information from third parties, such as consumer reporting agencies that provide driving, claims and credit histories. The Company may use a credit-based insurance score based on the information contained in the credit history. The Company or its affiliates may obtain new or updated information to calculate my renewal premium or service my insurance. I may access information about me and correct it if inaccurate. In some cases, the law permits the Company to disclose the information it collects without authorization. However, the Company will not share personal information with nonaffiliated companies for their marketing purposes without consent. Complete details are in the Company's Privacy Policy, which will be provided with this insurance policy and upon request.

Affirmation and acknowledgement

I affirm that:

- If I make my initial payment by electronic funds transfer, check, draft, or other remittance, the coverage afforded under this policy is conditioned on payment to the Company by the financial institution. If the transfer, check, draft, or other remittance is not honored by the financial institution, the Company shall be deemed not to have accepted the payment and this policy shall be void.
- If I make my initial payment by credit card, the coverage afforded under this policy is conditioned on payment to the Company by the card issuer. I understand that if the Company is unable to collect my initial payment from the card issuer, the Company shall be deemed not to have accepted the payment and this policy shall be void. I also understand that if I authorize a credit card transaction for any payment other than the initial payment, this policy will be subject to cancellation for nonpayment of premium if the Company is unable to collect payment from the card issuer. The Company is deemed "unable to collect" in the following instances: (1) when I reach my credit limit on my credit card and the card issuer refuses the charge; (2) when the card issuer cancels or revokes my credit card; or (3) when the card issuer does not pay the Company, for any reason whatsoever, upon the Company's request.

This insurance and personalized service is available at this price exclusively through a Progressive independent agent. Progressive affiliated companies selling insurance directly have different prices and products.

Other charges

I understand that if I cancel this policy or if cancellation is due to non-payment of premium, any refund due will be computed on a ninety percent (90%) of a daily pro-rata basis. This is a daily, accelerated method of calculating short-rate earned premium on cancellations. When I renew this policy, I understand that the Company will waive its right to calculate cancellation refunds on a ninety percent (90%) of daily pro-rata basis; instead, any refund of premium following a cancellation that may apply to the renewal policy will be calculated on a daily pro-rata basis.

I agree to pay the installment fees shown on my billing statement that become due during the policy term and each renewal policy term in accordance with the payment plan I have selected. I understand the installment payment plan fee is \$1.00 for electronic funds transfer installments and \$5.00 for paper installments. I understand that the amount of these fees may change upon policy renewal or if I change my payment plan. Any change in the amount of installment fees will be reflected on my payment schedule.

 Continued

I understand that a returned payment fee of \$20.00 will be assessed to the balance due on my policy if any check offered in payment is not honored by my bank or other financial institution. Imposition of such charge shall not deem the Company to have accepted the check unconditionally.

I agree to pay a late fee of \$5.00 during the policy term and each renewal policy term when either the minimum amount due is not paid or payment is postmarked more than 2 days after the premium due date. The amount of this fee may change upon policy renewal.

I understand that a filing fee of \$25.00 will be charged to the policy if any driver on the policy has an SR22 filing issued by the Company.

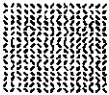
Signature of named insured

Date

X *Sharon J. Prothro*

4-2-09

Form 7982 SC (02/08)



 Continued

Named Driver Exclusion Election

You have named the following persons as excluded drivers under this policy:

RICHARD PROTHRO

Date of Birth: May 6, 1955

No coverage is provided for any claim arising from an accident or loss involving a motorized vehicle being operated by an excluded person. This includes any claim for damages made against any named insured, resident relative, or any other person or organization that is vicariously liable for an accident or loss arising out of the operation of a motorized vehicle by the excluded driver.

This form must be signed by the named insured.

I understand and agree that this Named Driver Exclusion election shall apply to this policy and any renewal, reinstatement, substitute, amended, altered, modified or replacement policy with this company or any affiliated company, unless a named insured revokes this election.

I declare that either the driver's license of the excluded persons named in this Named Driver Exclusion election has been turned into the Department of Motor Vehicles, or that an appropriate policy of liability insurance or other security as may be authorized by law has been properly executed in the name of the person to be excluded.

Signature of named insured

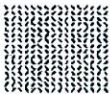
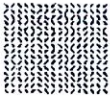
Date

X *Sharon J. Prothro*

4-2-09

Form 9330 SC (04/07)

Claim # 165237341



Offer of additional uninsured motorist coverage and optional underinsured motorist coverage

I. 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 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 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 which 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.

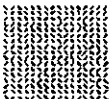
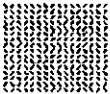


If you do not complete this Form and return it to your insurance company or insurance agent within 30 days, your insurance company is required by law to add additional uninsured motorist coverage and optional underinsured motorist coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these two 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 then 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, South Carolina 29201
Post Office Box 100105 Columbia, South Carolina 29202-3105
(803) 737-6160
(800) 737-6205 fax E-Mail Address: consumers@doi.sc.gov



 Continued

II. Offer of additional uninsured motorist coverage

Limits of Coverage
\$25,000/\$50,000/\$25,000

Amounts of Increased Premium

Minimum limits of uninsured motorist coverage are automatically provided by your insurance policy.

\$50,000/\$100,000/\$25,000

n/a

\$50,000/\$100,000/\$50,000

n/a

\$100,000/\$300,000/\$50,000

n/a

\$100,000/\$300,000/\$100,000

n/a

\$250,000/\$500,000/\$100,000

n/a

\$100,000 combined single limit each accident

n/a

\$300,000 combined single limit each accident

n/a

\$500,000 combined single limit each accident

n/a

To obtain the uninsured motorist premium amounts for adding or removing vehicles, please contact us.

Do you wish to purchase additional uninsured motorist coverage? Yes No

If your answer is "no," then you must sign here.

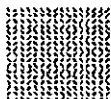
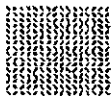
Your Signature

X *Sharon J. Prothro*

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

I select _____ / _____ / _____ split limits; or

I select _____ Combined Single Limit



III. Offer of underinsured motorist coverage

Limits of Coverage	Amounts of Increased Premium
\$25,000/\$50,000/\$25,000	\$40.00
\$50,000/\$100,000/\$25,000	n/a
\$50,000/\$100,000/\$50,000	n/a
\$100,000/\$300,000/\$50,000	n/a
\$100,000/\$300,000/\$100,000	n/a
\$250,000/\$500,000/\$100,000	n/a
\$100,000 combined single limit each accident	n/a
\$300,000 combined single limit each accident	n/a
\$500,000 combined single limit each accident	n/a

To obtain the underinsured motorist premium amounts for adding or removing vehicles, please contact us.

Do you wish to purchase underinsured motorist coverage? Yes No

If your answer is "no," then you must sign here.

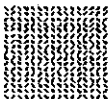
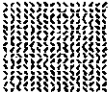
Your Signature

X _____

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

I select 25 / 50 / 25 split limits; or

I select _____ Combined Single Limit



IV. Applicant's acknowledgment

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 either of these coverages is subject both to the terms and conditions of my automobile insurance policy and 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.

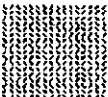
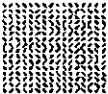
Type or Print Your Name: SHARON PROTHRO
Your Address: 111 CRESCENT AVE
SUMTER, SC 29150

Your Signature

Today's Date

X *Sharon J. Prothro* 7-2-09

Form 2006 SC (11/07)



Agent compensation disclosure

The insurance producer who sold you this policy is a licensed independent insurance agent authorized by Progressive Northern Insurance Co and other insurance companies to solicit business on their behalf. Progressive Northern Insurance Co believes that independent agents who represent more than one company can better assist you in finding the combination of coverage, price and service that meets your needs.

Progressive Northern Insurance Co will pay your agent a commission for placing your policy with us. We may also help your agent pay for advertising and marketing that is designed to attract new customers.

Form Z181 (04/95)

Continued

JIM ROBERTSON INS
35-D E. WESMARK BLVD
SUMTER, SC 29150

PROGRESSIVE
AUTO

ELECTRONICALLY FILED - 2019 Oct 21 11:50 AM - SUMTER - COMMON PLEAS - CASE#2019CP4300105

SHARON PROTHRO
111 CRESCENT AVE
SUMTER, SC 29150

Policy Number: 55178995

Underwritten by:
Progressive Northern Insurance Co
March 7, 2016
Policy Period: Apr 2, 2016 - Oct 2, 2016
Page 1 of 2

1-803-773-3311

JIM ROBERTSON INS
Contact your agent for personalized service.

progressiveagent.com
Online Service

Make payments, check billing activity, update
policy information or check status of a claim.

1-800-274-4499

To report a claim.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on April 2, 2016 at 12:01 a.m. This policy expires on October 2, 2016 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9611A SC (10/14). The contract is modified by forms A048 SC (07/11) and Z195 (07/05).

Underwriting Company

Progressive Northern Insurance Co
P.O. Box 6807
Cleveland , OH 44101
1-800-876-5581

Drivers and household residents

	Additional information
Sharon Prothro	Named insured
Richard Prothro	excluded driver



Outline of coverage**1996 FORD CONTOUR**VIN **1FALP6536TK110998**

Garaging ZIP Code: 29150

Primary use of the vehicle: Pleasure

	Limit	Deductible	Premium
Liability To Others			\$245
Bodily Injury Liability	\$25,000 each person/\$50,000 each accident		
Property Damage Liability	\$25,000 each accident		
Uninsured Motorist			20
Bodily Injury	\$25,000 each person/\$50,000 each accident		
Property Damage	\$25,000 each accident	\$200	
Underinsured Motorist			47
Bodily Injury	\$25,000 each person/\$50,000 each accident		
Property Damage	\$25,000 each accident	\$0	
Subtotal policy premium			\$312.00
South Carolina Uninsured Motorist Fund charge			1.00
Total 6 month policy premium and fees			\$313.00
Discount if paid in full			-66.00
Total 6 month policy premium if paid in full and fees			\$247.00

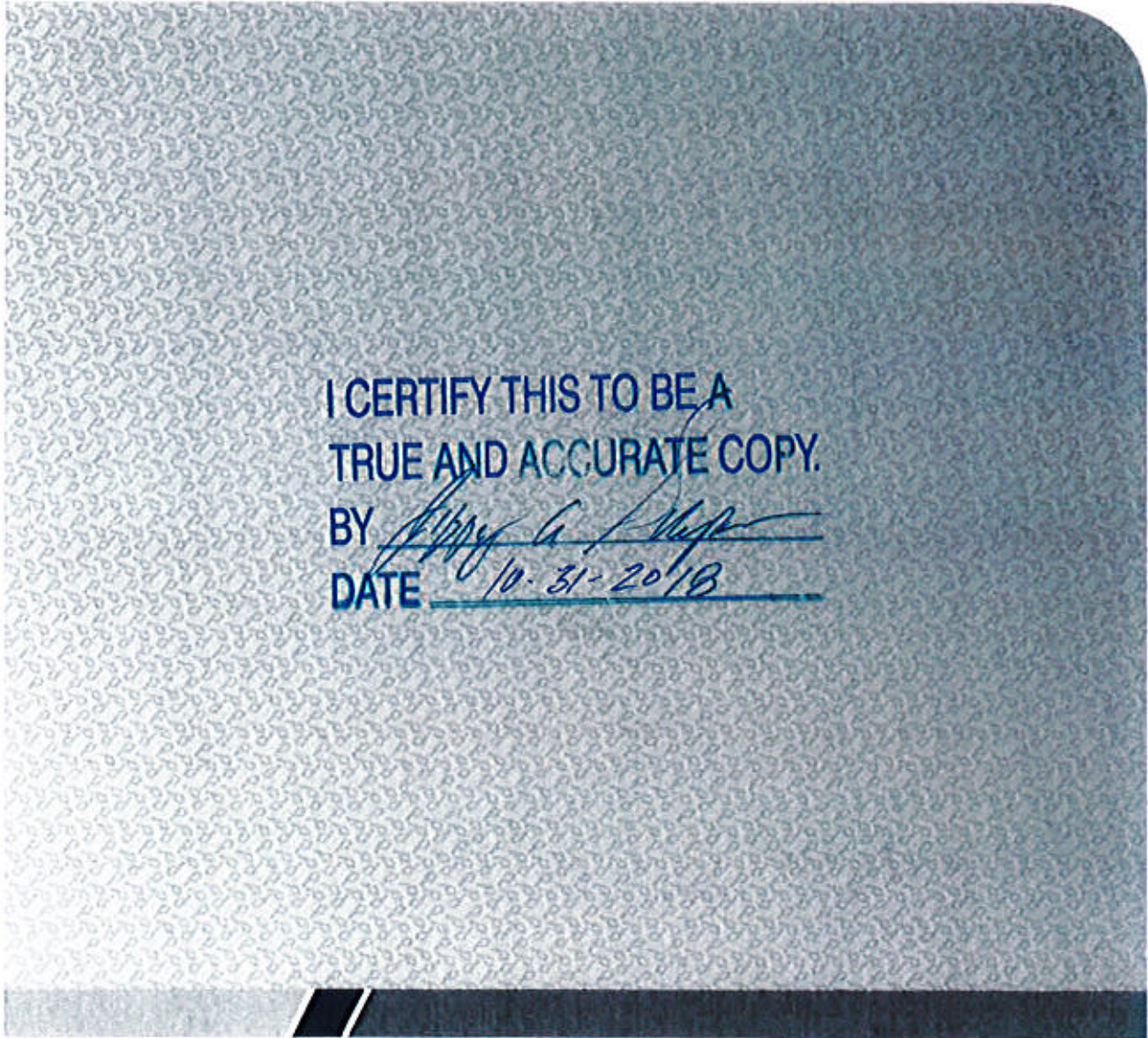
Premium discounts

Policy	
55178995	Continuous Insurance: Diamond, Three-Year Safe Driving and Five-Year Accident Free



SOUTH CAROLINA

AUTO POLICY



I CERTIFY THIS TO BE A
TRUE AND ACCURATE COPY.
BY [Signature]
DATE 10-31-2018

Form 9611A SC (10/14)
version 2.0

PROGRESSIVE[®]
DRIVE Insurance

IMPORTANT NOTICE

IN ADDITION TO THE INSURANCE COVERAGE REQUIRED BY LAW TO PROTECT YOU AGAINST A LOSS CAUSED BY AN UNINSURED MOTORIST, IF YOU HAVE PURCHASED LIABILITY INSURANCE COVERAGE THAT IS HIGHER THAN THAT REQUIRED BY LAW TO PROTECT YOU AGAINST LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF THE MOTOR VEHICLES COVERED BY THIS POLICY, AND YOU HAVE NOT ALREADY PURCHASED UNINSURED MOTORIST INSURANCE COVERAGE EQUAL TO YOUR LIABILITY INSURANCE COVERAGE:

1. YOUR UNINSURED AND UNDERINSURED MOTORIST INSURANCE COVERAGE HAS INCREASED TO THE LIMITS OF YOUR LIABILITY COVERAGE AND THIS INCREASE WILL COST YOU AN EXTRA PREMIUM CHARGE; AND
2. YOUR TOTAL PREMIUM CHARGE FOR YOUR MOTOR VEHICLE INSURANCE COVERAGE WILL INCREASE IF YOU DO NOT NOTIFY YOUR AGENT OR INSURER OF YOUR DESIRE TO REDUCE COVERAGE WITHIN TWENTY DAYS OF THE MAILING OF THE POLICY OR THE PREMIUM NOTICE, AS THE CASE MAY BE;
3. IF THIS IS A NEW POLICY AND YOU HAVE ALREADY SIGNED A WRITTEN REJECTION OF SUCH HIGHER LIMITS IN CONNECTION WITH IT, PARAGRAPHS (1) AND (2) OF THIS NOTICE DO NOT APPLY.

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SOUTH CAROLINA AUTO POLICY

INSURING AGREEMENT

In return for **your** payment of the premium, **we** agree to insure **you** subject to all the terms, conditions and limitations of this policy. **We** will insure **you** for the coverages and the limits of liability shown on this policy's **declarations page**. **Your** policy consists of the policy contract, **your** insurance application, the **declarations page**, and all endorsements to this policy.

GENERAL DEFINITIONS

The following definitions apply throughout the policy. Defined terms are printed in bold-face type and have the same meaning whether in the singular, plural, or any other form.

1. "**Additional auto**" means an **auto you** become the owner of during the policy period that does not permanently replace an **auto** shown on the **declarations page** if:
 - a. **we** insure all other **autos you** own;
 - b. the **additional auto** is not covered by any other insurance policy;
 - c. **you** notify **us** within 30 days of becoming the owner of the **additional auto**; and
 - d. **you** pay any additional premium due.

An **additional auto** will have the broadest coverage **we** provide for any **auto** shown on the **declarations page**. If **you** ask **us** to insure an **additional auto** more than 30 days after **you** become the owner, any coverage **we** provide will begin at the time **you** request coverage.
2. "**Auto**" means a land motor vehicle:
 - a. of the private passenger, pickup body, or cargo van type;
 - b. designed for operation principally upon public roads;
 - c. with at least four wheels; and
 - d. with a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer's specifications.

However, "**auto**" does not include step-vans, parcel delivery vans, or cargo cut-away vans or other vans with cabs separate from the cargo area.
3. "**Auto business**" means the business of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles.
4. "**Bodily injury**" means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
5. "**Covered auto**" means:
 - a. any **auto** or **trailer** shown on the **declarations page** for the coverages applicable to that **auto** or **trailer**;
 - b. any **additional auto**;
 - c. any **replacement auto**; or
 - d. a **trailer** owned by **you**.
6. "**Declarations page**" means the document showing **your** coverages, limits of liability, **covered autos**, premium, and other policy-related information. The **declarations page** may also be referred to as the Auto Insurance Coverage Summary.

7. "**Occupying**" means in, on, entering or exiting.
8. "**Personal vehicle sharing program**" means a system or process, operated by a business, organization, network, group, or individual, that facilitates the sharing of private passenger motor vehicles for use by individuals, businesses, or other entities.
9. "**Property damage**" means physical damage to, destruction of, or loss of use of, tangible property.
10. "**Rated resident**" means a person residing in the same household as **you** at the time of the loss who is not a **relative**, but only if that person is both:
 - a. listed in the "Drivers and household residents" section on the **declarations page**; and
 - b. not designated as either an "Excluded" or a "List Only" driver.
11. "**Relative**" means a person residing in the same household as **you**, and related to **you** by blood, marriage or adoption, and includes a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will qualify as a **relative** if they intend to continue to reside in **your** household.
12. "**Replacement auto**" means an **auto** that permanently replaces an **auto** shown on the **declarations page**. A **replacement auto** will have the same coverage as the **auto** it replaces if the **replacement auto** is not covered by any other insurance policy. However, if the **auto** being replaced had coverage under Part IV—Damage To A Vehicle, such coverage will apply to the **replacement auto** only during the first 30 days after **you** become the owner unless **you** notify **us** within that 30-day period that **you** want **us** to extend coverage beyond the initial 30 days. If the **auto** being replaced did not have coverage under Part IV—Damage To A Vehicle, such coverage may be added, but the **replacement auto** will have no coverage under Part IV until **you** notify **us** of the **replacement auto** and ask **us** to add the coverage.
13. "**Ride-sharing activity**" means the use of any vehicle to provide transportation of persons or property in connection with a **transportation network company** from the time a user logs on to, or signs in to, any online-enabled application, software, website or system until the time the user logs out of, or signs off of, any such online-enabled application, software, website or system, whether or not the user has accepted any passenger(s) or delivery assignment, including the time the user is on the way to pick up any passenger(s) or property, or is transporting any passenger(s) or property.
14. "**Trailer**" means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by an **auto** and not being used:
 - a. for commercial purposes;
 - b. as an office, store, or for display purposes; or
 - c. as a passenger conveyance.
15. "**Transportation network company**" means a corporation, partnership, sole proprietorship, or other entity that uses any online-enabled application, software, website or system to connect drivers with clients or passengers to facilitate and/ or provide transportation or delivery services for compensation or a fee.
16. "**We**," "**us**" and "**our**" mean the underwriting company providing the insurance, as shown on the **declarations page**.

17. "You" and "your" mean:
- a person shown as a named insured on the **declarations page**; and
 - the spouse of a named insured if residing in the same household at the time of the loss.

PART I—LIABILITY TO OTHERS

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an accident.

Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, at **our** option, any claim for damages covered by this Part I.

ADDITIONAL DEFINITION

When used in this Part I:

"**Insured person**" means:

- you**, a **relative**, or a **rated resident** with respect to an accident arising out of the ownership, maintenance or use of an **auto** or a **trailer**;
- any person with respect to an accident arising out of that person's use of a **covered auto** with the permission of **you**, a **relative**, or a **rated resident**;
- any person or organization with respect only to vicarious liability for the acts or omissions of a person described in a. or b. above; and
- any "Additional Interest" shown on the **declarations page** with respect only to its liability for the acts or omissions of a person described in a. or b. above.

ADDITIONAL PAYMENTS

In addition to **our** limit of liability, **we** will pay for an **insured person**:

- all expenses **we** incur in the settlement of any claim or defense of any lawsuit;
- interest accruing after entry of judgment, until **we** have paid, offered to pay, or deposited in court, that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
- the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** limit of liability, and **we** have no duty to apply for or furnish these bonds;
- up to \$250 for a bail bond required because of an accident resulting in **bodily injury** or **property damage** covered under this Part I. **We** have no duty to apply for or furnish this bond; and
- reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including **our** duty to defend, will not apply to any **insured person** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle or trailer while being used:
 - a. to carry persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food.

For damages arising out of the ownership, maintenance, or use of a **covered auto**, this exclusion applies only to those damages in excess of the minimum limit mandated by the motor vehicle financial responsibility law of South Carolina. This exclusion does not apply to shared-expense car pools;
2. any liability assumed under any contract or agreement by **you**, a **relative**, or a **rated resident**;
3. **bodily injury** to an employee of that **insured person** arising out of or within the course of employment. This exclusion does not apply to domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an accident involving any vehicle while being maintained or used by a person while employed or engaged in any **auto business**. For damages arising out of the ownership, maintenance, or use of a **covered auto**, this exclusion applies only to those damages in excess of the minimum limit mandated by the motor vehicle financial responsibility law of South Carolina. This exclusion does not apply to **you**, a **relative**, a **rated resident**, or an agent or employee of **you**, a **relative**, or a **rated resident**, when using a **covered auto**;
5. **bodily injury** or **property damage** resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized racing, stunting, speed or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or racecourse;
6. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury** or **property damage** caused by an intentional act of that **insured person**, or at the direction of that **insured person**, even if the actual injury or damage is different than that which was intended or expected. For damages arising out of the ownership, maintenance, or use of a **covered auto**, this exclu-

- sion applies only to those damages in excess of the minimum limit mandated by the motor vehicle financial responsibility law of South Carolina;
10. **property damage** to any property owned by, rented to, being transported by, or in the charge of that **insured person**. This exclusion does not apply to a rented residence or a rented garage;
 11. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered auto** for which this coverage has been purchased;
 12. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle owned by a **relative** or a **rated resident** or furnished or available for the regular use of a **relative** or a **rated resident**, other than a **covered auto** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;
 13. **bodily injury or property damage** arising out of **your**, a **relative's**, or a **rated resident's** use of a vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
 14. **bodily injury or property damage** arising out of the use of a **covered auto** while leased or rented to others or given in exchange for any compensation, including while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**;
 15. **bodily injury or property damage** caused by, or reasonably expected to result from, a criminal act or omission of that **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. However, this exclusion will apply only to those damages in excess of the minimum limit mandated by the motor vehicle financial responsibility law of South Carolina. For purposes of this exclusion, criminal acts or omissions do not include traffic violations; or
 16. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle or trailer while being used for **ride-sharing activity**. This exclusion does not apply to shared-expense car pools.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for liability coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person resulting from any one accident;

2. subject to the "each person" limit, the amount shown for "each accident" is the most **we will pay** for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. the amount shown for "property damage" is the most **we will pay** for the total of all **property damage** resulting from any one accident.

The "each person" limit of liability applies to the total of all claims made for **bodily injury** to a person and all claims of others derived from such **bodily injury**, including, but not limited to, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we will pay** for the total of all damages resulting from any one accident. However, without changing this limit of liability, **we will comply** with any law that requires **us** to provide any separate limits.

The limits of liability under this Part I shall not be reduced by payments made under Part II—Medical Payments Coverage. However, no one is entitled to duplicate payments for the same elements of damages.

We will not pay under this Part I any expenses paid or payable under Part II—Medical Payments Coverage.

If multiple auto policies issued by **us** are in effect for **you**, **we will pay** no more than the highest limit of liability for this coverage available under any one policy.

An **auto** and attached **trailer** are considered one **auto**. Therefore, the limits of liability will not be increased for an accident involving an **auto** that has an attached **trailer**.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. The **insured person** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

If there is any other applicable liability insurance or bond, **we will pay** only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for a vehicle or trailer, other than a **covered auto**, will be excess over any other collectible insurance, self-insurance, or bond.

OUT-OF-STATE COVERAGE

If an accident to which this Part I applies occurs in any state, territory or possession of the United States of America or any province or territory of Canada, other than the

one in which a **covered auto** is principally garaged, and the state, province, territory or possession has:

1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, this policy will provide the higher limits; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses an **auto** in that state, province, territory or possession, this policy will provide the greater of:
 - a. the required minimum amounts and types of coverage; or
 - b. the limits of liability under this policy.

ARBITRATION OF PROPERTY DAMAGE LIABILITY CLAIMS

Any party to a disputed **property damage** liability claim may submit the claim to arbitration in accordance with South Carolina law.

PART II—MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay the reasonable expenses incurred for necessary **medical services** received within three years from the date of a **motor vehicle** accident because of **bodily injury**:

1. sustained by an **insured person**; and
2. caused by that **motor vehicle** accident.

We, or someone on **our** behalf, will determine:

1. whether the expenses for **medical services** are reasonable; and
2. whether the **medical services** are necessary.

ADDITIONAL DEFINITIONS

When used in this Part II:

1. "**Insured person**" means:
 - a. **you, a relative, or a rated resident**:
 - (i) while **occupying** an **auto**; or
 - (ii) when struck by a **motor vehicle** or a trailer while not **occupying** a self-propelled motorized vehicle; and
 - b. any other person while **occupying** a **covered auto** with the permission of **you, a relative, or a rated resident**.
2. "**Medical services**" means medical, surgical, dental, x-ray, ambulance, hospital, professional nursing, and funeral services, and includes the cost of eye-glasses, hearing aids, pharmaceuticals, orthopedics, and prosthetic devices.
3. "**Motor vehicle**" means a land motor vehicle designed for use principally on public roads.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

Coverage under this Part II will not apply to **bodily injury**:

1. sustained by any person while **occupying** a **covered auto** while it is being used:
 - a. to carry persons or property for compensation or a fee;
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
 - c. for **ride-sharing activity**.
This exclusion does not apply to shared-expense car pools;
2. arising out of an accident involving a vehicle while being maintained or used by a person while employed or engaged in any **auto business**. This exclusion does not apply to **you, a relative, a rated resident, or an agent or employee of you, a relative, or a rated resident, when using a covered auto**;
3. to any person resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized racing, stunting, speed or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or racecourse;
4. due to a nuclear reaction or radiation;
5. for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
6. for which the United States Government is liable under the Federal Tort Claims Act;
7. sustained by any person while **occupying** any vehicle or trailer while located for use as a residence or premises;
8. if workers' compensation benefits are available for the **bodily injury**;
9. sustained by any person while **occupying** or when struck by any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered auto** for which this coverage has been purchased;
10. sustained by any person while **occupying** or when struck by any vehicle owned by a **relative** or a **rated resident** or furnished or available for the regular use of a **relative** or a **rated resident**, other than a **covered auto** for which this coverage has been purchased. This exclusion does not apply to **you**;
11. to **you, a relative, or a rated resident, while occupying** any vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
12. to any person while **occupying a covered auto** while leased or rented to others or given in exchange for any compensation, including while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you, a relative, or a rated resident**;
13. caused directly or indirectly by:
 - a. war (declared or undeclared) or civil war;

- b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
14. caused directly or indirectly by:
- a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or poisonous biological material; or
 - b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
15. caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Medical Payments Coverage is the most **we** will pay for each **insured person** injured in any one accident, regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Any amount payable to an **insured person** under this Part II will be reduced by any amount paid or payable for the same expense under Part I—Liability To Others or Part III—Uninsured/Underinsured Motorist Coverage.

If multiple auto policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If an **insured person** incurs expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those expenses and contest them.

If the medical service provider sues the **insured person** because **we** refuse to pay expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** will pay any resulting defense costs, and any resulting judgment against the

insured person, subject to the limit of liability for this coverage. **We** will choose the counsel. **We** will also pay reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request.

The **insured person** may not sue **us** for expenses for **medical services we** deem to be unreasonable or unnecessary unless the **insured person** paid the entire disputed amount to the medical service provider or the medical service provider has initiated collection activity against the **insured person** for the unreasonable or unnecessary expenses.

OTHER INSURANCE

If there is other applicable **auto** medical payments insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for an **insured person occupying** a vehicle or trailer, other than a **covered auto**, will be excess over any other **auto** insurance providing payments for **medical services**.

PART III—UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT—UNINSURED MOTORIST COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of:

1. an **uninsured motor vehicle** because of **bodily injury**:
 - a. sustained by an **insured person**;
 - b. caused by an accident; and
 - c. arising out of the ownership, maintenance or use of an **uninsured motor vehicle**; or
2. an **uninsured motor vehicle** because of **property damage**:
 - a. caused by an accident; and
 - b. arising out of the ownership, maintenance, or use of an **uninsured motor vehicle**.

INSURING AGREEMENT—UNDERINSURED MOTORIST COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of:

1. an **underinsured motor vehicle** because of **bodily injury**:
 - a. sustained by an **insured person**;
 - b. caused by an accident; and
 - c. arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**; or
2. an **underinsured motor vehicle** because of **property damage**:
 - a. caused by an accident; and
 - b. arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**.

We will pay under this Part III only after the limits of liability under all applicable liability bonds and policies have been exhausted by payment of judgments or settlements.

NOTICE REQUIREMENT

Any judgment or settlement for damages against an owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** that arises out of a lawsuit brought for which **we** have not received notice in accordance with South Carolina law is not binding on **us**.

ADDITIONAL DEFINITIONS

When used in this Part III:

1. "**Insured person**" means:
 - a. **you**, a **relative**, or a **rated resident**;
 - b. any person while operating a **covered auto** with the permission of **you**, a **relative**, or a **rated resident**;
 - c. any person **occupying**, but not operating, a **covered auto**; and
 - d. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a., b. or c. above.
2. "**Underinsured motor vehicle**" means a land motor vehicle or trailer of any type to which liability insurance or a bond applies at the time of the accident with limits of liability that equal or exceed the minimum amounts required by the South Carolina motor vehicle financial responsibility law, but which are less than the amount of the damages sustained by the **insured person** in the accident.
An "**underinsured motor vehicle**" does not include any vehicle or equipment:
 - a. operated on rails or crawler treads;
 - b. designed mainly for use off public roads, while not on public roads;
 - c. while located for use as a residence or premises; or
 - d. that is an **uninsured motor vehicle**.
3. "**Uninsured motor vehicle**" means a land motor vehicle or trailer of any type:
 - a. to which no liability bond, cash deposit, security, or liability policy in at least the amounts of coverage required by South Carolina law applies at the time of the accident;
 - b. to which a liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage;
 - (ii) is or becomes insolvent;
 - (iii) is in delinquency proceedings, suspension, or receivership; or
 - (iv) is financially unable to fully satisfy a judgment rendered in favor of an insured person;
 - c. to which a liability bond or policy applies at the time of the accident, but its limit of liability is less than the minimum limit of liability specified by the financial responsibility law of the state in which the **covered auto** is principally garaged; or

- d. that is a hit-and-run vehicle whose owner or operator cannot be identified and which causes an accident resulting in **bodily injury** to an **insured person**, or **property damage** to the property of an **insured person**, provided:
- (i) the **insured person**, or someone on his or her behalf, reports the accident to the police or civil authority within 24 hours or as soon as practicable after the accident; and
 - (ii) if the **bodily injury** or **property damage** was not caused by physical contact between the vehicle operated by the unidentified operator and the **insured person**, or a vehicle occupied by the **insured person**, there must be independent corroborative evidence by a witness to the accident who executes a signed affidavit attesting to the truth of the accident to prove that the **bodily injury** or **property damage** was proximately caused by the negligent or intentional actions of the unidentified operator of the motor vehicle. The testimony of the owner or operator of the **covered auto** shall not constitute independent corroborative evidence. No recovery will be provided under this Part III if the **insured person** was negligent in failing to determine the identity of the other motor vehicle and its driver at the time of the accident.

An "**uninsured motor vehicle**" does not include any vehicle or equipment:

- a. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that:
 - (i) is or becomes insolvent; or
 - (ii) fails to qualify as a self-insurer under South Carolina law;
- b. owned by any governmental unit or agency, except when:
 - (i) operated by a person without property authorization; or
 - (ii) a cause of action against that governmental unit or agency arising out of a motor vehicle accident is barred by the Tort Claims Act of South Carolina;
- c. operated on rails or crawler treads;
- d. designed mainly for use off public roads, while not on public roads;
- e. while located for use as a residence or premises;
- f. that is an **underinsured motor vehicle**; or
- g. that is a **covered auto**.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

Coverage under this Part III will not apply:

1. to **bodily injury** sustained by any person while using or **occupying** a **covered auto** while being used:
 - a. to carry persons or property for compensation or a fee;
 - b. or retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
 - c. for **ride-sharing activity**.

This exclusion does not apply to shared-expense car pools;

2. to **bodily injury** sustained by the owner of a motor vehicle if:
 - a. the **bodily injury** is sustained while using or **occupying** that owned motor vehicle; and
 - b. if uninsured motorist coverage or underinsured motorist coverage, as the case may be, has not been purchased for that motor vehicle;
3. to **bodily injury** sustained by **you**, a **relative**, or a **rated resident** while using any vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
4. to **bodily injury** arising out of the use of a **covered auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**; or
5. directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law.

Coverage under this Part III will not apply to **property damage**:

1. sustained while a **covered auto** is being used:
 - a. to carry persons or property for compensation or a fee;
 - b. for retail or wholesale delivery, including but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food; or
 - c. for **ride-sharing activity**.
This exclusion does not apply to shared-expense car pools;
2. resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized racing, stunting, speed, or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or racecourse;
3. to a **covered auto** for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
4. to a trailer;
5. to any motor vehicle owned by **you**, a **relative**, or a **rated resident** if uninsured motorist coverage or underinsured motorist coverage, as the case may be, has not been purchased for that motor vehicle; or
6. sustained while a **covered auto** is being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Uninsured Motorist Coverage or Underinsured Motorist Coverage, as the case may be, is the most **we** will pay regardless of the number of:

1. claims made;

2. **covered autos**, but only with respect to **insured persons** other than **you**, a **relative**, or a **rated resident**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid, but only with respect to **insured persons** other than **you**, a **relative**, or a **rated resident**.

When **you**, a **relative**, or a **rated resident** are not **occupying** an **auto** and sustain **bodily injury** caused by the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**, our limit of liability shall not exceed the limit of liability shown on the **declarations page** for any one **covered auto**.

If your **declarations page** shows a split limit:

1. the amount shown for "each person" for "bodily injury" is the most **we** will pay for all damages due to **bodily injury** to one person;
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. the amount shown for "property damage" is the most we will pay for the aggregate of all **property damage** caused by any one accident.

The "each person" limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all **bodily injury** damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The amount of damages payable for **bodily injury** under this Part III will be reduced by all sums:

1. paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible;
2. paid under Part I—Liability To Others; and
3. paid or payable because of **bodily injury** under any disability benefits law or similar law.

We will not pay under this Part III any expenses paid or payable under Part II—Medical Payments Coverage.

The limit of liability for **property damage** to a **covered auto** is the lowest of:

1. the actual cash value of the **covered auto** at the time of the accident;
2. the amount necessary to replace the **covered auto**;

3. the amount necessary to repair the **covered auto** to its pre-loss condition; or
4. the limit of liability shown on the **declarations page** for Uninsured Motorist Property Damage or Underinsured Motorist Property Damage, whichever applies.

The amount of damages payable for **property damage** under this Part III will be reduced by all sums paid because of **property damage** by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part I—Liability To Others.

We shall not pay for **property damage** to the extent that such damages are paid or payable under any other property damage or physical damage insurance, including all sums paid or payable under Part IV—Damage To A Vehicle.

Payments for **property damage** under this Part III are subject to the following provisions:

1. any amount payable under this Part III for **property damage** shall be subject to the applicable deductible shown on the **declarations page**; and
2. no more than one deductible shall be applied to any one accident.

No one will be entitled to duplicate payments for the same elements of damages.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. However, when **you**, a **relative**, or a **rated resident** are **occupying** a motor vehicle other than a **covered auto** and sustain **bodily injury** covered under this Part III, **our** coverage shall be excess to the coverage applicable to the motor vehicle that **you**, the **relative**, or the **rated resident** are **occupying**, and **our** total limit of liability under this policy shall not exceed **our** limit of liability for one **auto**.

However, when **you**, a **relative**, or a **rated resident** are operating, or **occupying**, a motor vehicle that is owned by **you**, a **relative**, or a **rated resident** but is not a **covered auto**, in that case, **our** total limit of liability will be the lesser of the limit of liability listed on the **declarations page** or the amount of Uninsured Motorist Coverage or Underinsured Motorist Coverage, as the case may be, on the vehicle involved in the accident.

ARBITRATION FOR BODILY INJURY CLAIMS

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
 2. the amount of the damages sustained by the **insured person**;
- this will be determined by arbitration if **we** and the **insured person** mutually agree to arbitration prior to the expiration of the bodily injury statute of limitations in the state in which the accident occurred.

If **we** and the **insured person** mutually agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree on a third arbitrator within 30 days, then on joint application by the **insured person** and **us**, the third arbitrator will be appointed by a court having jurisdiction.

Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The costs and fees of the third arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply.

A decision agreed to by two of the arbitrators will be binding with respect to a determination of:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or **underinsured motor vehicle**; and
2. the amount of the damages sustained by the **insured person**.

The arbitrators will have no authority to award an amount in excess of the limit of liability.

We and an **insured person** may agree to an alternate form of arbitration.

ARBITRATION FOR PROPERTY DAMAGE CLAIMS

An **insured person** may submit a disputed **property damage** claim to arbitration in accordance with South Carolina law.

PART IV—DAMAGE TO A VEHICLE

INSURING AGREEMENT—COLLISION COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to a:

1. **covered auto**, including an attached **trailer**; or
 2. **non-owned auto**;
- and its **custom parts or equipment**, resulting from **collision**.

In addition, **we** will pay the reasonable cost to replace any child safety seat damaged in an accident to which this coverage applies.

INSURING AGREEMENT—COMPREHENSIVE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to a:

1. **covered auto**, including an attached **trailer**; or
 2. **non-owned auto**;
- and its **custom parts or equipment**, that is not caused by **collision**.

A loss not caused by **collision** includes:

1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny;
8. windstorm, hail, water or flood; or
9. breakage of glass not caused by **collision**.

In addition, **we** will pay for:

1. reasonable transportation expenses incurred by **you** if a **covered auto** is stolen; and
2. loss of use damages that **you** are legally liable to pay if a **non-owned auto** is stolen.

A combined maximum of \$900, not exceeding \$30 per day, will apply to these additional benefits. The additional benefit for transportation expenses will not apply if **you** purchased Rental Reimbursement Coverage for the stolen **covered auto**.

Coverage for transportation expenses and loss of use damages begins 48 hours after **you** report the theft to **us** and ends the earliest of:

1. when the **auto** has been recovered and returned to **you** or its owner;
2. when the **auto** has been recovered and repaired;
3. when the **auto** has been replaced; or
4. 72 hours after **we** make an offer to settle the loss if the **auto** is deemed by **us** to be a total loss.

We must receive written proof of transportation expenses and loss of use damages.

INSURING AGREEMENT—ADDITIONAL CUSTOM PARTS OR EQUIPMENT COVERAGE

We will pay for sudden, direct and accidental loss to **custom parts or equipment** on a **covered auto** for which this coverage has been purchased. This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **covered auto** and the loss is covered under one of those coverages. This coverage applies in addition to any coverage automatically provided for **custom parts or equipment** under Comprehensive Coverage or Collision Coverage.

INSURING AGREEMENT—RENTAL REIMBURSEMENT COVERAGE

We will reimburse rental charges incurred when **you** rent an **auto** from a rental agency or auto repair shop due to a loss to a **covered auto** for which Rental Reimbursement Coverage has been purchased. This coverage applies only if **you** have

purchased both Comprehensive Coverage and Collision Coverage for that **covered auto** and the loss is covered under one of those coverages.

Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

This coverage is limited to the each day limit shown on the **declarations page** for a maximum of 30 days.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses will apply.

Rental charges will be reimbursed beginning:

1. when the **covered auto** cannot be driven due to a loss; or
2. if the **covered auto** can be driven, when **you** deliver the **covered auto** to an auto repair shop or one of **our** Service Centers for repairs due to the loss; and ending the earliest of:
 1. when the **covered auto** has been returned to **you**;
 2. when the **covered auto** has been repaired;
 3. when the **covered auto** has been replaced;
 4. 72 hours after **we** make an offer to settle the loss if the **covered auto** is deemed by **us** to be a total loss; or
 5. when **you** incur 30 days worth of rental charges.

You must provide **us** written proof of **your** rental charges to be reimbursed.

INSURING AGREEMENT—LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for this coverage, and the **covered auto** for which this coverage was purchased is deemed by **us** to be a total loss, **we** will pay, in addition to any amounts otherwise payable under this Part IV, the difference between:

1. the actual cash value of the **covered auto** at the time of the total loss; and
2. any greater amount the owner of the **covered auto** is legally obligated to pay under a written loan or lease agreement to which the **covered auto** is subject at the time of the total loss, reduced by:
 - a. unpaid finance charges or refunds due to the owner for such charges;
 - b. excess mileage charges or charges for wear and tear;
 - c. charges for extended warranties or refunds due to the owner for extended warranties;
 - d. charges for credit insurance or refunds due to the owner for credit insurance;
 - e. past due payments and charges for past due payments; and
 - f. collection or repossession expenses.

However, **our** payment under this coverage shall not exceed the limit of liability shown on the **declarations page**. The limit of liability is a percentage of the actual cash value of the **covered auto** at the time of the loss.

This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **covered auto** and the loss is covered under one of those coverages.

INSURING AGREEMENT—PET INJURY COVERAGE

If **you** have purchased Collision coverage for at least one **covered auto** under **your** policy, and if **your pet** sustains injury or death while inside a **covered auto** or **non-owned auto** at the time of a loss covered under Collision or Comprehensive coverage, **we** will provide:

1. up to \$1,000 for reasonable and customary veterinary fees incurred by **you**, a **relative**, or a **rated resident** if **your pet** is injured in, or as a direct result of, the covered loss; or
2. a \$1,000 death benefit if **your pet** dies in, or as a direct result of, the covered loss, less any payment **we** made toward veterinary expenses for **your pet**.

In the event of a covered loss due to the theft of a **covered auto** or **non-owned auto**, **we** will provide the death benefit provided **your pet** is inside that auto at the time of the theft and **your pet** is not recovered.

ADDITIONAL DEFINITIONS

When used in this Part IV:

1. **"Collision"** means the upset of a vehicle or its impact with another vehicle or object.
2. **"Custom parts or equipment"** means equipment, devices, accessories, enhancements and changes, other than those that are offered by the manufacturer specifically for that **auto** model, or that are installed by the auto dealership as part of the original sale of a **new auto**, that:
 - a. are permanently installed or attached; and
 - b. alter the appearance or performance of the **auto**.
3. **"Mechanical parts"** means operational parts on a vehicle that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as a whole. **Mechanical parts** do not include external crash parts, wheels, paint, or windshields and other glass.
4. **"Non-owned auto"** means an **auto** that is not owned by or furnished or available for the regular use of **you**, a **relative**, or a **rated resident** while in the custody of or being operated by **you**, a **relative**, or a **rated resident** with the permission of the owner of the **auto** or the person in lawful possession of the **auto**.
5. **"Your pet"** means any dog or cat owned by **you**, a **relative**, or a **rated resident**.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV will not apply for loss:

1. to any vehicle while being used:
 - a. to carry persons or property for compensation or a fee;

- b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
- c. for **ride-sharing activity**.
This exclusion does not apply to shared-expense car pools;
- 2. to a **non-owned auto** while being maintained or used by a person while employed or engaged in any **auto business**;
- 3. to any vehicle resulting from, or sustained during practice or preparation for:
 - a. any **pre-arranged** or organized racing, stunting, speed or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or racecourse;
- 4. to any vehicle for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
- 5. to any vehicle caused by an intentional act committed by or at the direction of **you**, a **relative**, a **rated resident**, or the owner of a **non-owned auto**, even if the actual damage is different than that which was intended or expected;
- 6. to a **covered auto** while it is leased or rented to others or given in exchange for compensation, including while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**;
- 7. due to destruction or confiscation by governmental or civil authorities of any vehicle because **you**, any **relative**, or any **rated resident** engaged in illegal activities;
- 8. to any vehicle that is due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical, electrical or electronic breakdown or failure; or
 - d. road damage to tires.
 This exclusion does not apply if the damage results from the theft of a vehicle;
- 9. to portable equipment, devices, accessories, and any other personal effects that are not permanently installed. This includes, but is not limited to:
 - a. tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
 - b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, DVDs, or other recording or recorded media;
 - c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - d. CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;
- 10. to any vehicle for diminution of value;
- 11. to any vehicle caused directly or indirectly by:
 - a. war (declared or undeclared) or civil war;
 - b. warlike action by any military force of any government, sovereign, or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or

- c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
- 12. to any vehicle caused directly or indirectly by:
 - a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or poisonous biological material; or
 - b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
- 13. to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of **you**, a **relative**, a **rated resident**, or the owner of a **non-owned auto**. This exclusion applies regardless of whether **you**, the **relative**, the **rated resident**, or the owner of the **non-owned auto** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

1. The limit of liability for loss to a **covered auto**, **non-owned auto**, or **custom parts or equipment** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the loss reduced by the applicable deductible;
 - b. the amount necessary to replace the stolen or damaged property reduced by the applicable deductible;
 - c. the amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible; or
 - d. the Stated Amount shown on the **declarations page** for that **covered auto**. However, the most **we** will pay for loss to:
 - a. **custom parts or equipment** is \$1,000 unless **you** purchased Additional Custom Parts or Equipment Coverage ("ACPE"). If **you** purchased ACPE, the most **we** will pay is \$1,000 plus the amount of ACPE **you** purchased.
 - b. a **trailer** is the limit of liability shown on the **declarations page** for that **trailer**. If the **trailer** is not shown on the **declarations page**, the limit of liability is \$500.
2. Payments for loss to a **covered auto**, **non-owned auto**, or **custom parts or equipment** are subject to the following provisions:
 - a. If coverage applies to a **non-owned auto**, **we** will provide the broadest coverage applicable to any **covered auto** shown on the **declarations page**.
 - b. If **you** have elected a Stated Amount for a **covered auto**, the Stated Amount is the most **we** will pay for all loss to that **covered auto**, including its **custom parts or equipment**.
 - c. Coverage for **custom parts or equipment** will not cause **our** limit of liability for loss to an **auto** under this Part IV to be increased to an amount in excess of the actual cash value of the **auto**, including its **custom parts or equipment**.
 - d. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) will not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and

- (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured or used, including, but not limited to:
 - (a) original manufacturer parts or equipment; and
 - (b) nonoriginal manufacturer parts or equipment.
- e. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1., the total cost of necessary repair or replacement may be reduced by unrepaired prior damage. Unrepaired prior damage includes broken, cracked or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss.
- f. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1., an adjustment may be made for betterment or depreciation and physical condition on:
 - (i) batteries;
 - (ii) tires;
 - (iii) engines and transmissions, if the engine has greater than 80,000 miles; and
 - (iv) any other **mechanical parts** that are nonfunctioning or inoperative.

We will not make an adjustment for the labor costs associated with the replacement or repair of these parts.
- g. The actual cash value is determined by the market value, age, and condition of the vehicle at the time the loss occurs.
- 3. No deductible will apply with respect to damage to automobile safety glass.
- 4. Duplicate recovery for the same elements of damages is not permitted.
- 5. Any amount paid or payable to a person under this Part IV for **property damage** to an **auto** shall be reduced by any amount paid for that **property damage** to the **auto** under Part III—Uninsured/Underinsured Motorist Coverage.
- 6. The following additional limits of liability apply to Pet Injury coverage:
 - a. The most **we** will pay for all damages in any one loss is a total of \$1,000 regardless of the number of dogs or cats involved.
 - b. If **your pet** dies in, or as a direct result of, a covered loss, **we** will provide a death benefit of \$1,000, less any payment **we** made toward veterinary expenses for **your pet**.
 - c. No deductible shall apply to this coverage.

PAYMENT OF LOSS

We may, at **our** option:

1. pay for the loss in money; or
2. repair or replace the damaged or stolen property.

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value.

We may settle any loss with **you** or the owner or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYABLE CLAUSE

Payment under this Part IV for a loss to a **covered auto** will be made according to **your** interest and the interest of any lienholder shown on the **declarations page** or designated by **you**. At **our** option, payment may be made to both jointly, or to either separately. However, if the **covered auto** is not a total loss, **we** may make payment to **you** and the repairer of the **auto**.

The lienholder's interest will not be protected:

1. where fraud, misrepresentation, material omission, or intentional damage resulting in a denial of coverage by **us** has been committed by or at the direction of **you** or any person seeking coverage; or
2. where the loss is otherwise not covered under the terms of this policy.

If this policy is cancelled, nonrenewed or voided, the interest of any lienholder under this agreement will also terminate.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for a **non-owned auto**, or **trailer** not shown on the **declarations page**, will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by the owner of the **non-owned auto** or **trailer**;
2. any other applicable physical damage insurance; and
3. any other source of recovery applicable to the loss.

APPRAISAL

If **we** cannot agree with **you** on the amount of a loss, then **we** or **you** may demand an appraisal of the loss. Within 30 days of any demand for an appraisal, each party shall appoint a competent appraiser and shall notify the other party of that appraiser's identity. The appraisers will determine the amount of loss. If they fail to agree, the disagreement will be submitted to a qualified umpire chosen by the appraisers.

If the two appraisers are unable to agree upon an umpire within 15 days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of loss. The amount of loss agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. All other expenses of the appraisal, including payment of the umpire if one is selected, will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART V—ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled auto** to the nearest qualified repair facility; and
2. labor on a **covered disabled auto** at the place of disablement.

If a **covered disabled auto** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional charges incurred.

ADDITIONAL DEFINITIONS

When used in this Part V:

1. "**Covered disabled auto**" means a **covered auto** for which this coverage has been purchased that sustains a **covered emergency**.
2. "**Covered emergency**" means a disablement that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water, or other fluid;
 - d. flat tire;
 - e. lock-out; or
 - f. entrapment in snow, mud, water or sand within 100 feet of a road or highway.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V will not apply to:

1. more than three **covered emergencies** for any single **covered auto** in a six-month period;
2. the cost of purchasing parts, fluid, lubricants, fuel, or replacement keys, or the labor to make replacement keys;
3. installation of products or material not related to the disablement;

4. labor not related to the disablement;
5. labor on a **covered disabled auto** for any time period in excess of 60 minutes per disablement;
6. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
7. assistance with jacks, levelers, airbags or awnings;
8. labor or repair work performed at a service station, garage, or repair shop;
9. auto storage charges;
10. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
11. mounting or removing of snow tires or chains;
12. tire repair;
13. disablement that results from an intentional or willful act or action by **you**, a **relative**, or the operator of a **covered disabled auto**;
14. any **covered auto** while being used in connection with **ride-sharing activity**;
15. any **covered auto** while being used in connection with a **personal vehicle sharing program**; or
16. a trailer.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will pay only reasonable charges, as determined by **us**, for:

1. towing of a **covered disabled auto** to the nearest qualified repair facility; and
2. labor on a **covered disabled auto** at the place of disablement; which is necessary due to a **covered emergency**.

OTHER INSURANCE

Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART VI—DUTIES IN CASE OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must promptly report each accident or loss even if **you** or the person seeking coverage is not at fault. **You** or the person seeking coverage must provide **us** with all accident or loss information, including time, place, and how the accident or loss happened. **You** or the person seeking coverage must also obtain and provide **us** the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved.

If **you** or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the accident, or if theft or vandalism has occurred, **you** or the

person seeking coverage must notify the police within 24 hours or as soon as practicable.

A person seeking coverage must:

1. cooperate **with us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person seeking coverage, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
4. promptly call to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to the claim or suit;
5. attend hearings and trials as **we** require;
6. take reasonable steps after a loss to protect the **covered auto**, or any other vehicle for which coverage is sought, from further loss. **We** will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy;
7. allow **us** to have the damaged **covered auto**, or any other damaged vehicle for which coverage is sought, inspected and appraised before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
9. authorize **us** to obtain medical and other records.

PART VII—GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses occurring during the policy period shown on the **declarations page** and that occur within a state, territory or possession of the United States of America, or a province or territory of Canada, or while a **covered auto** is being transported between their ports.

CHANGES

This policy contract, **your** insurance application (which is made a part of this policy as if attached hereto), the **declarations page**, and all endorsements to this policy issued by **us**, contain all the agreements between **you** and **us**. Subject to the following, the terms of this policy may not be changed or waived except by an endorsement issued by **us**.

The premium for this policy is based on information **we** received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and to promptly notify **us** if it changes during the policy period. If this information is determined by **us** to be incorrect, incomplete, or if it changes during the policy period, **you** agree that **we** may adjust **your** policy information and premi-

um accordingly. Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you**, a **relative**, or a **rated resident** obtaining a driver's license or operator's permit, or changes in:

1. the number, type or use classification of **covered autos**;
2. the persons who regularly operate a **covered auto**;
3. the persons of legal driving age residing in **your** household;
4. the residents in **your** household;
5. an operator's marital status;
6. **your** mailing address and **your** residence address;
7. the principal garaging address of any **covered auto**;
8. coverage, deductibles, or limits of liability; or
9. rating territory or discount eligibility.

The coverage provided in **your** policy may be changed only by the issuance of a new policy or an endorsement by **us**. However, if during the policy period **we** broaden any coverage afforded under the current edition of **your** policy without additional premium charge, that change will automatically apply to **your** policy as of the date the coverage change is implemented in **your** state.

If **you** ask **us** to delete a vehicle from this policy, no coverage will apply to that vehicle as of the date and time **you** ask **us** to delete it.

DUTY TO REPORT CHANGES

You must promptly report to **us** all changes, including additions and deletions, in policy information. This includes, but is not limited to, changes in:

1. **your** mailing address or **your** residence address;
2. the principal garaging address of any **covered auto**;
3. the residents in **your** household;
4. the persons of legal driving age residing in **your** household;
5. the persons who regularly operate a **covered auto**;
6. an operator's marital status; or
7. the driver's license or operator's permit status of **you**, a **relative**, or a **rated resident**.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems to assist **us** in adjusting claims under this policy and to assist **us** in determining the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by **us** or a third party and may include computer software, databases, and specialized technology.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform to the statutes of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform

to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

TRANSFER OF INTEREST

The rights and duties under this policy may not be transferred to another person without **our** written consent. However, if a named insured shown on the **declarations page** dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void this policy at any time, including after the occurrence of an accident or loss, if **you**:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application. This means that **we** will not be liable for any claims or damages that would otherwise be covered unless **we** have certified this policy as proof of financial responsibility. If **we** have certified this policy as proof of financial responsibility, nothing in this provision shall affect coverage under Part I—Liability To Others up to the minimum limit mandated by the motor vehicle financial responsibility law of South Carolina for an accident that occurs before **we** notify **you** that the policy is void. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

Any changes **we** make at **your** request to this policy after inception will be made in reliance upon information **you** provide. If **you**:

1. make incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. conceal or misrepresent any material fact or circumstance; or
3. engage in fraudulent conduct;

in connection with a requested change **we** may void the policy or reform it as it existed immediately prior to the requested change. **We** may do this at any time, including after the occurrence of an accident or loss.

When **we** have not voided or reformed the policy, **we** may still deny coverage for an accident or loss if **you**, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation, or fraudulent conduct was material to a risk **we** assumed.

We may deny coverage for an accident or loss **if you** or a person seeking coverage has concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim. However, this shall not affect coverage under Part I—Liability To Others up to the minimum limit mandated by the motor vehicle financial responsibility law of South Carolina, for any injured person who has not knowingly concealed or misrepresented any material fact or circumstance.

PAYMENT OF PREMIUM AND FEES

If **your** initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to **us** by the financial institution. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at **our** option, be cancelled from its inception by notice of cancellation or rescission. This means **we** will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void this policy.

In addition to premium, fees may be charged on **your** policy. **We** may charge fees for installment payments, late payments, and other transactions. Payments made on **your** policy will be applied first to fees, then to premium due.

CANCELLATION

You may cancel this policy during the policy period by calling or writing **us** and stating the future date **you** wish the cancellation to be effective.

We may cancel this policy during the policy period by mailing a notice of cancellation to the named insured shown on the **declarations page** at the last known address appearing in **our** records, stating the specific reason for cancellation. Notice will be mailed at least 15 days before the date of cancellation.

We may cancel this policy for any of the following reasons within the first 60 days of the initial policy period:

1. a premium payment by check, draft, electronic funds transfer, or similar form of remittance is not honored upon presentment;
2. **you** produce proof that **you** have sold or otherwise disposed of a **covered auto**, or surrendered its tags and registration;
3. **you** have secured another policy that satisfies the financial responsibility laws of the State of South Carolina; or
4. **you** fail to pay when due:
 - a. the premium for the policy;
 - b. an installment of the premium; or
 - c. an installment payment under a premium service contract.

After the policy has been in effect for more than 60 days, but before the policy has been in effect for more than 90 days, **we** may cancel this policy for any reason.

After this policy is in effect for more than 90 days, or if this is a renewal or continuation policy, **we** may cancel only for one or more of the following reasons:

1. nonpayment of premium;
2. loss of driving privileges through suspension or revocation of an operator's license issued to **you**, any driver in **your** household, or any regular operator of a **covered auto**; or
3. any other reason permitted by law.

Proof of mailing will be sufficient proof of notice. If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. For purposes of cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverages for all persons and all vehicles.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

If this policy is cancelled, any refund due will be computed on a daily pro rata basis. However, if this policy is cancelled at **your** request any refund due will be computed on a 90% of a daily pro rata basis. Earned premium is calculated on a daily basis. **We** will supply a copy of the table to **you** on request.

When **you** renew this policy, **we** will waive **our** right under the policy to calculate cancellation refunds on a 90% of a daily pro rata basis; instead, any refund of premium following a cancellation that may apply to the renewal policy will be calculated on a daily pro rata basis.

NONRENEWAL

If neither **we** nor one of **our** affiliates offers to renew or continue this policy, **we** will mail notice of nonrenewal stating the specific reason for nonrenewal to the named insured shown on the **declarations page** at the last known address appearing in **our** records. Proof of mailing will be sufficient proof of notice. Notice will be mailed at least 15 days before the end of the policy period.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy.

We may not be sued for payment under Part I—Liability To Others until the obligation of an insured person under Part I to pay is finally determined either by judgment after trial against that person or by written agreement of the insured person, the

claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

We are entitled to the rights of recovery that the insured person to whom payment was made has against another, to the extent of **our** payment. That insured person may be required to sign documents related to the recovery and must do whatever else **we** require to help **us** exercise those recovery rights, and do nothing after an accident or loss to prejudice those rights.

However, **we** may not assert rights of recovery:

1. for amounts paid as Underinsured Motorist Coverage benefits; or
2. for amounts paid as Medical Payments Coverage benefits.

When an insured person has been paid by **us** and also recovers from another, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment. If **we** are not reimbursed, **we** may pursue recovery of that amount directly against that insured person.

If an insured person recovers from another without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

If **we** elect to exercise **our** rights of recovery against another, **we** will also attempt to recover any deductible incurred by an insured person under this policy unless **we** are specifically instructed by that person not to pursue the deductible. **We** have no obligation to pursue recovery against another for any loss not covered by this policy.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. **We** also reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible based on the proportion that the actual recovery bears to the total of **our** payment and the deductible. A proportionate share of collection expenses and attorney fees incurred in connection with these recovery efforts will also reduce reimbursement of the deductible.

These provisions will be applied in accordance with state law.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured will be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve us of any obligations under this policy.

PROGRESSIVE
DRIVE Insurance

10/21/2019 11:50 AM

PROGRESSIVE DRIVE Insurance

9611A SC 1014



Medical Payments Coverage Endorsement

Your policy is amended as follows:

Part II - Medical Payments Coverage

The following is deleted under the Limits of Liability provision:

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Any amount payable to an insured person under this Part II will be reduced by any amount paid or payable for the same expense under Part I - Liability To Others or Part III - Uninsured/Underinsured Motorist Coverage.

All other terms, limits and provisions of this policy remain unchanged.

Form A048 SC (07/11)

Named Driver Exclusion Endorsement

If you have asked us to exclude any person from coverage under this policy, then we will not provide coverage for any claim arising from an accident or loss involving a motorized vehicle being operated by that excluded driver. This includes any claim for damages made against you, a relative, or any other person or organization that is vicariously liable for an accident arising out of the operation of a motorized vehicle by the excluded driver.

All other terms, limits and provisions of this policy remain unchanged.

Form Z195 (07/05)

******* END OF FILE *******

State: South Carolina First Filing Company: Progressive Max Insurance Company, ...
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Auto
Project Name/Number: L070412-SC-AU-A/D/L070412-SC-AU-A/D

Filing at a Glance

Companies: Progressive Max Insurance Company
Progressive Northern Insurance Company
Progressive Direct Insurance Company
Product Name: Auto
State: South Carolina
TOI: 19.0 Personal Auto
Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Filing Type: Form/Rate/Rule
Date Submitted: 04/26/2007
SERFF Tr Num: PRGS-125164346
SERFF Status: Closed-Approved
State Tr Num: 200507,200508,200509
State Status: Approved
Co Tr Num: L070412-SC-AU-A/D
Effective Date: 08/01/2007
Requested (New):
Effective Date
Requested (Renewal):
Author(s): Cathleen Slemc
Reviewer(s): Lessia Lynch (primary)
Disposition Date: 06/19/2007
Disposition Status: Approved
Effective Date (New): 06/19/2007
Effective Date (Renewal): 06/19/2007

ELECTRONICALLY FILED - 2019 Oct 21 11:50 AM - SUMTER - COMMON PLEAS - CASE#2019CP4300105



State: South Carolina First Filing Company: Progressive Max Insurance Company, ...
 TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
 Product Name: Auto
 Project Name/Number: L070412-SC-AU-A/D/L070412-SC-AU-A/D

General Information

Project Name: L070412-SC-AU-A/D Status of Filing in Domicile:
 Project Number: L070412-SC-AU-A/D Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 06/19/2007
 State Status Changed: 06/19/2007 Deemer Date:
 Created By: Cathleen Slemc Submitted By: Cathleen Slemc
 Corresponding Filing Tracking Number:

Filing Description:

The Named Driver Exclusion Election FORM 9330 SC (04/07) will replace the Named Driver Exclusion Election FORM 9330 SC (08/04) that was approved on October 12, 2004 (State Tracking #'s 170142, 170143, 170144, 170145, 170149, 170150) comparison document has been included to assist in your review.

Company and Contact

Filing Contact Information

Jeffrey G. Palmer, Assistant General Counsel jeffrey_g_palmer@progressive.com
 6300 Wilson Mills Rd, N72B 440-395-2454 [Phone]
 Mayfield Village, OH 44143 440-395-3790 [FAX]

Filing Company Information

Progressive Max Insurance Company	CoCode: 24279	State of Domicile: Ohio
6300 Wilson Mills Rd	Group Code: 155	Company Type:
N72	Group Name:	State ID Number:
Mayfield Village, OH 44143	FEIN Number: 34-0472535	
(440) 461-5000 ext. [Phone]		

Progressive Direct Insurance Company	CoCode: 16322	State of Domicile: Ohio
6300 Wilson Mills Rd, N72	Group Code: 155	Company Type:
Cleveland, OH 44143	Group Name:	State ID Number:
(440) 461-5000 ext. [Phone]	FEIN Number: 34-1524319	

Progressive Northern Insurance Company	CoCode: 38628	State of Domicile: Wisconsin
c/o CT Corporation System	Group Code: 155	Company Type:
8025 Excelsior Dr, # 200	Group Name:	State ID Number: 101505
Madison, WI 53717	FEIN Number: 34-1318335	
(608) 833-4821 ext. [Phone]		

Filing Fees

State: South Carolina First Filing Company: Progressive Max Insurance Company, ...
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Auto
Project Name/Number: L070412-SC-AU-A/D/L070412-SC-AU-A/D

Fee Required? No

Retaliatory? No

Fee Explanation:

State Specific

SC Major Line # (see attachment to General Instructions): 58
SC Detail Line # (see attachment to General Instructions): 11
SC Company Code Number: 141185~101167~101505
Loss Costs Utilized: n
Rating Organization Company Code Number: 0
% Premium Change: 0%
Recent Earned Premium for Line of Business: See form 2004 number 5
Hearing Type: none
% Market Share in SC for Line of Business: See form 2004 number 6

SERFF Tracking #: PRGS-125164346 State Tracking #: 200507,200508,200509 Company Tracking #: L070412-SC-AU-A/D

State: South Carolina First Filing Company: Progressive Max Insurance Company, ...
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Auto
Project Name/Number: L070412-SC-AU-A/D/L070412-SC-AU-A/D

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Lessia Lynch	06/19/2007	06/19/2007

SERFF Tracking #: PRGS-125164346 State Tracking #: 200507,200508,200509 Company Tracking #: L070412-SC-AU-AVD

State: South Carolina
 TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
 Product Name: Auto
 Project Name/Number: L070412-SC-AU-AVD/L070412-SC-AU-AVD
 First Filing Company: Progressive Max Insurance Company, ...

Disposition

Disposition Date: 06/19/2007
 Effective Date (New): 06/19/2007
 Effective Date (Renewal): 06/19/2007
 Status: Approved

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	PC Cover Letter		Yes
Supporting Document	Form 2004		Yes
Supporting Document	PC Third Party Authorization		Yes
Supporting Document	Comparison Document		Yes
Form	Named Driver Exclusion Election		Yes

State: South Carolina
 TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
 Product Name: Auto
 Project Name/Number: L070412-SC-AU-A/D/L070412-SC-AU-A/D

First Filing Company: Progressive Max Insurance Company, ...

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Named Driver Exclusion Election	9330 SC (04/07)	04/07	ERS	Replaced	Previous Filing Number: 170142, 170143, 170144, 170145, 170149, 170150 Replaced Form Number: 9330 SC (08/04)	0.000	9330SC - 1c.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

Named Driver Exclusion Election

(Programming note: Print the effective date text and date at new business dec only.)

Effective date: xx/xx/xxxx

You have named the following persons as excluded drivers under this policy:

(Programming note: The following sentence only prints when this form is sent as an ACC.)

(Please print the name and date of birth of the driver or drivers you wish to exclude from coverage below.)

(Programming note: The excluded drivers name and date of birth should automatically populate in the variable text below. When this form issues as an ACC, replace the xxxxx with a bold line.)

xx
xx
xx
xx

Date of Birth: xx/xx/xx
Date of Birth: xx/xx/xx
Date of Birth: xx/xx/xx
Date of Birth: xx/xx/xx

No coverage is provided for any claim arising from an accident or loss involving a motorized vehicle being operated by an excluded person. This includes any claim for damages made against any named insured, resident relative, or any other person or organization that is vicariously liable for an accident or loss arising out of the operation of a motorized vehicle by the excluded driver.

(Programming note: Print only the first sentence for SBR or e-signed apps. Do not print the second sentence. Print entire section for all Direct customers with the exception of e-signature.)

This form must be signed by the named insured. You may fax the signed form to xxx-xxx-xxxx or mail it to:

(Programming note: Print brand name and address in which the policy is written only for Direct apps, or midterm endorsements. Do not print for SBR or E-signed apps)

xx
xx
xxxxxxxxxxxxxxxxxxxxxxxx, xx xxxxx

I understand and agree that this Named Driver Exclusion election shall apply to this policy and any renewal, reinstatement, substitute, amended, altered, modified or replacement policy with this company or any affiliated company, unless a named insured revokes this election.

I declare that either the driver's license of the excluded persons named in this Named Driver Exclusion election has been turned into the Department of Motor Vehicles, or that an appropriate policy of liability insurance or other security as may be authorized by law has been properly executed in the name of the person to be excluded.

Signature of Named Insured

X _____

Form 9330 SC (04/07)

Named Driver Exclusion Election

(Programming note: Print the effective date text and date at new business dec only.)

Effective date: xx/xx/xxxx

You have named the following persons as excluded drivers under this policy:

(Programming note: The following sentence only prints when this form is sent as an ACC.)

(Please print the name and date of birth of the driver or drivers you wish to exclude from coverage below.)

(Programming note: The excluded drivers name and date of birth should automatically populate in the variable text below. When this form issues as an ACC, replace the xxxxx with a bold line.)

xx
xx
xx
xx

Date of Birth: xx/xx/xx
Date of Birth: xx/xx/xx
Date of Birth: xx/xx/xx
Date of Birth: xx/xx/xx

No coverage is provided for any claim arising from an accident or loss involving a motorized vehicle being operated by an excluded person. This includes any claim for damages made against any named insured, resident relative, or any other person or organization that is vicariously liable for an accident or loss arising out of the operation of a motorized vehicle by the excluded driver.

(Programming note: Print only the first sentence for SBR or e-signed apps. Do not print the second sentence. Print entire section for all Direct customers with the exception of e-signature.)

This form must be signed by the named insured. You may fax the signed form to xxx-xxx-xxxx or mail it to:

(Programming note: Print brand name and address in which the policy is written only for Direct apps, or midterm endorsements. Do not print for SBR or E-signed apps)

xx
xx
xxxxxxxxxxxxxxxxxxxxxxxx, xx xxxxx

I understand and agree that this Named Driver Exclusion election shall apply to this policy and any renewal, reinstatement, substitute, amended, altered, modified or replacement policy with this company or any affiliated company, unless a named insured revokes this election.

I declare that either the driver's license of the excluded persons named in this Named Driver Exclusion election has been turned into the Department of Motor Vehicles, or that an appropriate policy of liability insurance or other security as may be authorized by law has been properly executed in the name of the person to be excluded.

Programming note: when this form issues from the mainframe and DDA, xxxxxxx should automatically populate the excluded driver's name and the following sentence should print:

Please mark the appropriate box below indicating the reason you wish to exclude the driver or drivers from coverage on your policy.

Programming Note: when this form issues as an ACC, replace the xxxxxxx with a bold line and the following sentence should print:

Please print the name of the driver or drivers you wish to exclude from coverage on your policy, and mark the appropriate box indicating the reason you wish to exclude the driver or drivers from coverage on your policy.

Note: Selection boxes may be pre-filled for e-fulfillment and DDA.

xx

surrendered driver's license to the Department of Motor Vehicles; or

obtained an appropriate policy of liability or other security.

xx

surrendered driver's license to the Department of Motor Vehicles; or

obtained an appropriate policy of liability or other security.

xx

surrendered driver's license to the Department of Motor Vehicles; or

_____ obtained an appropriate policy of liability or other security.

xx

surrendered driver's license to the Department of Motor Vehicles; or

_____ obtained an appropriate policy of liability or other security.

Signature of Named Insured

X _____

Form 9330 SC (08/04/2017)

State: South Carolina
 TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
 Product Name: Auto
 Project Name/Number: L070412-SC-AU-AVD/L070412-SC-AU-AVD
 First Filing Company: Progressive Max Insurance Company, ...

Supporting Document Schedules

Satisfied - Item:	PC Cover Letter
Comments:	
Attachment(s):	04-26-07 Initial Cvr Ltr.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Form 2004
Comments:	
Attachment(s):	FORM SCID 2004 Progressive Direct.pdf FORM SCID 2004 Progressive Max.pdf FORM SCID 2004 Progressive Northern.pdf
Item Status:	
Status Date:	
Bypassed - Item:	PC Third Party Authorization
Bypass Reason:	n/a
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Comparison Document
Comments:	
Attachment(s):	9330SC - 1r.pdf
Item Status:	
Status Date:	

Corporate Law Department
6300 Wilson Mills Road, N72
Mayfield Village, OH 44143
phone 440 461-5000
fax 440 395-3791
progressive.com

ELECTRONICALLY FILED - 2019 Oct 21 11:50 AM - SUMTER - COMMON PLEAS - CASE#2019CP4300105

PROGRESSIVE

April 26, 2007

FILED VIA SERFF

Ms. Lessia Lynch
South Carolina Department of Insurance
Property & Casualty Section
300 Arbor Lake Dr, Suite 1200
Columbia, SC 29223-4543

RE: **Form Filing – Private Passenger Auto – Our Company File # L070412-SC-AU-A/D**
PROGRESSIVE NORTHERN INSURANCE COMPANY (NAIC # 155-39628, SC Co. Code 101505)
PROGRESSIVE DIRECT INSURANCE COMPANY (NAIC # 155-16322, SC Co. Code 141185)
PROGRESSIVE MAX INSURANCE COMPANY (NAIC # 155-24279, SC Co. Code 101167)

Named Driver Exclusion Election FORM 9330 SC (04/07)

Dear Ms. Lynch:

Included is the above-referenced form for your review and approval. The proposed effective date for this form is August 1, 2007. We will notify you if this date changes.

The **Named Driver Exclusion Election FORM 9330 SC (04/07)** will replace the Named Driver Exclusion Election FORM 9330 SC (08/04) that was approved on October 12, 2004 (State Tracking #'s 170142, 170143, 170144, 170145, 170149, 170150). A comparison document has been included to assist in your review.

If you have any questions or require additional information, please call me at 1-800-321-9843, network extension 625-2454. Thank you in advance for your attention to this filing.

Sincerely



Jeffrey G. Palmer
Senior Counsel
Direct: (440) 395-2454
FAX: (440) 395-3790
Email: Jeffrey_G_Palmer@progressive.com

JGP/emr

PROPERTY AND CASUALTY FILING SUMMARY

ELECTRONICALLY FILED - 2019 Oct 21 11:50 AM - SUMTER - COMMON PLEAS - CASE#2019CP4300105

COMPANY NAME	PROGRESSIVE NORTHERN INSURANCE COMPANY	SC COMPANY CODE NUMBER	101505			
1. Enter Line of Insurance (See Insurance Line Code List Below) <small>51-Fire & Allied Lines 54-Marine 58-Auto (All Lines) 62-Misc. Casualty 65-Financial Guaranty 52-Home, Farm & Mobile Owner 56-Worker's Compensation 60-Aircraft 63-Mortgage Guaranty 58-All Other Lines 53-Commercial MP 57-All Liability (Non-Auto) 61-Fidelity & Surety 64-Title</small>		INSURANCE LINE NUMBER	58			
2. Enter Type Filing (Place "X" in proper boxes) If Automobile Filing, provide changes by coverage on separate page. If Private Passenger Auto Rate Filing, completed Form S must be included for proposed rates.		FORMS	X			
		RULES				
		RATES				
3. Will any S.C. Policyholder receive a premium increase as a result of this Filing? (Place "X" in proper box and enter overall +/- Percent of Change.)		1-Yes		OVERALL PERCENT CHANGE	N/A	
		2-No	X			
4. Does this Filing utilize a Rating Organization's Rates or Loss Costs? (Place "X" in proper box. If answer is "NO" continue with item #5.		1-Yes		FILING DESIGNATION NUMBER	N/A	
		2-No	X			
RATING ORG. NAME	N/A	SC RATING ORG. CODE #	N/A			
4a. Does this Filing modify Rates or Loss Costs as submitted by Rating Organization? (Place "X" in proper box.)		1-Yes				
		2-No	X			
5. Enter the most recent available calendar year's Written and Earned Premiums in South Carolina for this Line of Insurance.		Written Premium	\$48,628,028			
		Earned Premium	\$43,286,978			
		Year Written	2004			
6. Enter the approximate percent of market share in S.C. for this type of insurance.		% MARKET SHARE	2.1%			
7. Enter the Date and Percent of Change for each of the last two rate revisions for this Line of Insurance.		FILING DATE	M	D	Y	%
		FILING = 1	02	15	06	-8%
		FILING = 2	10	01	04	-1.9%
8. Briefly describe this Filing, reason for filing, its effects, the Lines of Insurance affected and other information needed to describe the Filing. The Named Driver Exclusion Election FORM 9330 SC (04/07) will replace the Named Driver Exclusion Election FORM 9330 SC (08/04) that was approved on October 12, 2004 (State Tracking #'s 170142, 170143, 170144, 170145, 170149, 170150)						
9. Provide the following information for the Filing's contact person:						
NAME	Jeffrey G. Palmer					
TITLE	Senior Counsel					
ADDRESS	6300 Wilson Mills Rd. N72B					
CITY / ST ZIP	Mayfield Village, OH 44143					
TEL. NO.	440-395-2454					
					DEPT. USE	

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED IN DUPLICATE; OTHERWISE, FILING WILL BE DELAYED.

State: South Carolina First Filing Company: Progressive Direct Insurance Company, ...
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Auto
Project Name/Number: L060331-SC-AU-A/D/L060331-SC-AU-A/D

Filing at a Glance

Companies: Progressive Direct Insurance Company
Progressive Max Insurance Company
Progressive Northern Insurance Company

Product Name: Auto
State: South Carolina
TOI: 19.0 Personal Auto
Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Filing Type: Form/Rate/Rule
Date Submitted: 12/06/2006
SERFF Tr Num: PRGS-125055171
SERFF Status: Closed-Approved
State Tr Num: 196222,196223,196224
State Status: Approved
Co Tr Num: L060331-SC-AU-A/D

Effective Date 03/29/2007
Requested (New):
Effective Date
Requested (Renewal):
Author(s): Cathleen Slemc
Reviewer(s): Lessia Lynch (primary)
Disposition Date: 01/27/2007
Disposition Status: Approved
Effective Date (New): 01/29/2007
Effective Date (Renewal): 01/29/2007

ELECTRONICALLY FILED - 2019 Oct 21 11:50 AM - SUMTER - COMMON PLEAS - CASE#2019CP4300105



State: South Carolina First Filing Company: Progressive Direct Insurance Company, ...
 TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
 Product Name: Auto
 Project Name/Number: L060331-SC-AU-A/D/L060331-SC-AU-A/D

General Information

Project Name: L060331-SC-AU-A/D Status of Filing in Domicile:
 Project Number: L060331-SC-AU-A/D Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 01/27/2007
 State Status Changed: 01/27/2007 Deemer Date: 02/16/2007
 Created By: Cathleen Slemc Submitted By: Cathleen Slemc
 Corresponding Filing Tracking Number:

Filing Description:

The South Carolina Auto Policy – Form 9610A SC (09/06) and South Carolina Auto Policy – Form 9610D SC (09/06) replace the following forms:

- South Carolina Motor Vehicle Policy – Form 9608A SC (11/04)
- South Carolina Motor Vehicle Policy – Form 9608D SC (11/04)
- Pro Rata Cancellation Refund Endorsement - Form 0138 (09/02)
- Motor Vehicle Policy Endorsement - Form 7951 SC (11/02)

The South Carolina Auto Policy – Form 9610A SC (09/06) will be used for our agency business channel under the "Drive Insurance from Progressive" brand. The South Carolina Auto Policy – Form 9610D SC (09/06) will be used for our direct business channel under the "Progressive Direct" brand. Both policies are identical except for the branded logo on the policy jacket.

The revised South Carolina Auto Policy is based on a new model auto policy we have developed for use in all states where we do business. This new model was modified to comply with South Carolina law. The changes to the policy involve both increases and decreases in coverage. Overall, we think the net effect of these changes should be neutral or possibly a slight increase in coverage. Please refer to the attached Summary of Changes document for further details. The Summary of Changes is submitted for informational purposes only and not for review and approval.

The Named Driver Exclusion Endorsement – Form Z195 (07/05) will be used with the South Carolina Auto Policy – Form 9610A SC (09/06) and South Carolina Auto Policy – Form 9610D SC (09/06). This endorsement will be issued to any insured with an excluded driver on their policy. This endorsement is similar to the endorsement that was contained in the South Carolina Motor Vehicle Policy – Form 9608A SC (11/04) and South Carolina Motor Vehicle Policy - Form 9608D SC (11/04).

The Named Non-Owner Coverage Endorsement – Form Z194 SC (10/06) will be used with the South Carolina Auto Policy – Form 9610A SC (09/06) and South Carolina Auto Policy – Form 9610D SC (09/06). This endorsement will be issued to any insured purchasing named non-owner coverage.

Company and Contact

Filing Contact Information

Jeffrey G. Palmer, Assistant General Counsel jeffrey_g_palmer@progressive.com
 6300 Wilson Mills Rd, N72B 440-395-2454 [Phone]
 Mayfield Village, OH 44143 440-395-3790 [FAX]

State: South Carolina First Filing Company: Progressive Direct Insurance Company, ...
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Auto
Project Name/Number: L060331-SC-AU-A/D/L060331-SC-AU-A/D

Filing Company Information

Progressive Direct Insurance Company
CoCode: 16322 State of Domicile: Ohio
Group Code: 155 Company Type:
Attn: Law Department Group Name: State ID Number:
PO Box 5070 FEIN Number: 34-1524319
Cleveland, OH 44101
(440) 461-5000 ext. [Phone]

Progressive Max Insurance Company
CoCode: 24279 State of Domicile: Ohio
Group Code: 155 Company Type:
6300 Wilson Mills Rd Group Name: State ID Number:
N72 FEIN Number: 34-0472535
Mayfield Village, OH 44143
(440) 461-5000 ext. [Phone]

Progressive Northern Insurance Company
CoCode: 38628 State of Domicile: Wisconsin
Group Code: 155 Company Type:
c/o CT Corporation System Group Name: State ID Number: 101505
8025 Excelsior Dr, # 200 FEIN Number: 34-1318335
Madison, WI 53717
(608) 833-4821 ext. [Phone]

Filing Fees

Fee Required? No
Retaliatory? No

Fee Explanation:

State Specific

SC Major Line # (see attachment to General Instructions): 58
SC Detail Line # (see attachment to General Instructions): 58
SC Company Code Number: 101505~141185~101167
Loss Costs Utilized: n/a
Rating Organization Company Code Number: n/a
% Premium Change: n/a
Recent Earned Premium for Line of Business: \$48,628,028~14,529,000~18,142,000
Hearing Type: n/a
% Market Share in SC for Line of Business: 2.1%~2.1%~2.7%

ELECTRONICALLY FILED - 2019 Oct 21 11:50 AM - SUMTER - COMMON PLEAS - CASE#2019CP4300105

SERFF Tracking #: PRGS-125055171 State Tracking #: 196222,196223,196224 Company Tracking #: L060331-SC-AU-AVD

State: South Carolina First Filing Company: Progressive Direct Insurance Company, ...
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Auto
Project Name/Number: L060331-SC-AU-AVD/L060331-SC-AU-AVD

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Lessia Lynch	01/27/2007	01/27/2007

SERFF Tracking #: PRGS-125055171 State Tracking #: 196222.196223.196224 Company Tracking #: L060331-SC-AU-A/D

State: South Carolina
 TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
 Product Name: Auto
 Project Name/Number: L060331-SC-AU-A/D/L060331-SC-AU-A/D
 First Filing Company: Progressive Direct Insurance Company, ...

Disposition

Disposition Date: 01/27/2007
 Effective Date (New): 01/29/2007
 Effective Date (Renewal): 01/29/2007
 Status: Approved

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	PC Cover Letter		Yes
Supporting Document	Form 2004		Yes
Supporting Document	PC Forms Rates and or Rules		Yes
Supporting Document	PC Third Party Authorization		Yes
Supporting Document	Summary of Changes		Yes
Supporting Document	Readability Certificate		Yes
Form	South Carolina Auto Policy		Yes
Form	South Carolina Auto Policy		Yes
Form	Named Driver Exclusion Endorsement		Yes
Form	Named Non-Owner Coverage Endorsement		Yes

SERFF Tracking #: PRGS-125055171 State Tracking #: 196222,196223,196224 Company Tracking #: L060331-SC-AU-AVD

State: South Carolina
 TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
 Product Name: Auto
 Project Name/Number: L060331-SC-AU-AVD/L060331-SC-AU-AVD
 First Filing Company: Progressive Direct Insurance Company, ...

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific		Readability Score	Attachments
							Data	Form		
1		South Carolina Auto Policy	9610A SC (09/06)	09/06	PCF	Replaced	Previous Filing Number.	9608A SC (11/04)	44,700	9610A_SC_09-06.pdf
2		South Carolina Auto Policy	9610D SC (09/06)	09/06	PCF	Replaced	Previous Filing Number.	9608D SC (11/04)	44,700	9610D_SC_09-06.pdf
3		Named Driver Exclusion Endorsement	Z195 (07/05)	7/05	END	New			44,500	Z195 - 1c.pdf
4		Named Non-Owner Coverage Endorsement	Z194 SC (10/06)	10/06	END	New			40,000	Z194SC - 1c.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

Named Driver Exclusion Endorsement

If **you** have asked **us** to exclude any person from coverage under this policy, then **we** will not provide coverage for any claim arising from an accident or loss involving a motorized vehicle being operated by that excluded driver. This includes any claim for damages made against **you**, a **relative**, or any other person or organization that is vicariously liable for an accident arising out of the operation of a motorized vehicle by the excluded driver.

All other terms, limits and provisions of this policy remain unchanged.

Form 2195 (07/03)

State: South Carolina
 TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
 Product Name: Auto
 Project Name/Number: L060331-SC-AU-A/D/L060331-SC-AU-AVD
 First Filing Company: Progressive Direct Insurance Company, ...

Supporting Document Schedules

Satisfied - Item:	PC Cover Letter
Comments:	
Attachment(s):	12-06-06 Initial Cvr Ltr.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Form 2004
Comments:	
Attachment(s):	Form 2004 - Direct.pdf Form 2004 - Max.pdf Form 2004 - Northern.pdf
Item Status:	
Status Date:	
Bypassed - Item:	PC Forms Rates and or Rules
Bypass Reason:	n/a
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	PC Third Party Authorization
Bypass Reason:	n/a
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Summary of Changes
Comments:	
Attachment(s):	5894SC 2_0 version - 1c.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Readability Certificate
Comments:	

SERFF Tracking #: PRGS-125055171 State Tracking #: 196222,196223,196224 Company Tracking #: L060331-SC-AU-AVD

State: South Carolina
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Auto
Project Name/Number: L060331-SC-AU-A/D/L060331-SC-AU-AVD
First Filing Company: Progressive Direct Insurance Company, ...

Attachment(s):	Read. Cert. - 9610.pdf Read. Cert. - Z194SC.pdf Read. Cert. - Z195.pdf
Item Status:	
Status Date:	



Corporate Law Department
6300 Wilson Mills Road, N72
Mayfield Village, OH 44143
Telephone: 440 461-5000
Facsimile: 440 395-3790
progressive.com

December 6, 2006

FILED VIA SERFF

Lessia Lynch
South Carolina Department of Insurance
Property & Casualty Section
300 Arbor Lake Dr, Suite 1200
Columbia, SC 29223-4543

RE: Form Filing – Private Passenger Auto – Our Company File # L060331-SC-AU-A/D

Agency

PROGRESSIVE NORTHERN INSURANCE COMPANY (NAIC # 155-39628, SC Co. Code 101505)

**South Carolina Auto Policy – Form 9610A SC (09/06)
Named Driver Exclusion Endorsement – Form Z195 (07/05)
Named Non-Owner Coverage Endorsement – Form Z194 SC (10/06)**

Direct

**PROGRESSIVE NORTHERN INSURANCE COMPANY (NAIC # 155-39628, SC Co. Code 101505)
PROGRESSIVE DIRECT INSURANCE COMPANY (NAIC # 155-16322, SC Co. Code 141185)
PROGRESSIVE MAX INSURANCE COMPANY (NAIC # 155-24279, SC Co. Code 101167)**

**South Carolina Auto Policy – Form 9610D SC (09/06)
Named Driver Exclusion Endorsement – Form Z195 (07/05)
Named Non-Owner Coverage Endorsement – Form Z194 SC (10/06)**

Dear Ms. Lynch:

I am submitting the referenced forms for your review and approval. The proposed effective date is March 29, 2007. We will notify you if these dates change.

The **South Carolina Auto Policy – Form 9610A SC (09/06)** and **South Carolina Auto Policy – Form 9610D SC (09/06)** replace the following forms:

- South Carolina Motor Vehicle Policy – Form 9608A SC (11/04)
- South Carolina Motor Vehicle Policy – Form 9608D SC (11/04)
- Pro Rata Cancellation Refund Endorsement - Form 0138 (09/02)
- Motor Vehicle Policy Endorsement - Form 7951 SC (11/02)

The **South Carolina Auto Policy – Form 9610A SC (09/06)** will be used for our agency business channel under the "Drive Insurance from Progressive" brand. The **South Carolina Auto Policy – Form 9610D SC (09/06)** will be used for our direct business channel under the "Progressive Direct" brand. Both policies are identical except for the branded logo on the policy jacket.

The revised South Carolina Auto Policy is based on a new model auto policy we have developed for use in all states where we do business. This new model was modified to comply with South Carolina law. The changes to the policy involve both increases and decreases in coverage. Overall, we think the net effect of these changes should be neutral or possibly a slight increase in coverage. Please refer to the attached Summary of Changes document for further details. The Summary of Changes is submitted for informational purposes only and not for review and approval.

The **Named Driver Exclusion Endorsement – Form Z195 (07/05)** will be used with the South Carolina Auto Policy – Form 9610A SC (09/06) and South Carolina Auto Policy – Form 9610D SC (09/06). This endorsement will be issued to any insured with an excluded driver on their policy. This endorsement is similar to the endorsement that was contained in the South Carolina Motor Vehicle Policy – Form 9608A SC (11/04) and South Carolina Motor Vehicle Policy - Form 9608D SC (11/04).

The **Named Non-Owner Coverage Endorsement – Form Z194 SC (10/06)** will be used with the South Carolina Auto Policy – Form 9610A SC (09/06) and South Carolina Auto Policy – Form 9610D SC (09/06). This endorsement will be issued to any insured purchasing named non-owner coverage.

If you have any questions or require additional information, please call me at 1-800-321-9843, extension 625-2454. Thank you in advance for your attention to this filing.

Sincerely



Jeffrey G. Palmer
Senior Counsel
Direct: (440) 395-2454
FAX: (440) 395-3790
Email: Jeffrey_G_Palmer@progressive.com

JGP/emr

PROPERTY AND CASUALTY FILING SUMMARY

ELECTRONICALLY FILED - 2019 Oct 21 11:50 AM - SUMMITER - COMMON PLEAS - CASE#2019CF4300105

COMPANY NAME	Progressive Direct Insurance Company	SC COMPANY CODE NUMBER	141185			
1. Enter Line of Insurance (See Insurance Line Code List Below) <small>51-Fire & Allied Lines 54-Marine 58-Auto (All Lines) 62-Misc. Casualty 65-Financial Guaranty 52-Home, Farm & Mobile Owner 56-Worker's Compensation 60-Aircraft 63-Mortgage Guaranty 98-All Other Lines 53-Commercial MP 57-All Liability (Non-Auto) 61-Fidelity & Surety 64-Title</small>		INSURANCE LINE NUMBER	58			
2. Enter Type Filing (Place "X" in proper boxes) If Automobile Filing, provide changes by coverage on separate page. If Private Passenger Auto Rate Filing, completed Form S must be included for proposed rates.		FORMS	X			
		RULES				
		RATES				
3. Will any S.C. Policyholder receive a premium increase as a result of this Filing? (Place "X" in proper box and enter overall +/- Percent of Change.)		1-Yes		OVERALL PERCENT CHANGE	N/A	
		2-No	X			
4. Does this Filing utilize a Rating Organization's Rates or Loss Costs? (Place "X" in proper box. If answer is "NO" continue with item #5.)		1-Yes		FILING DESIGNATION NUMBER	N/A	
		2-No	X			
RATING ORG. NAME	NONE	SC RATING ORG. CODE #	N/A			
4a. Does this Filing modify Rates or Loss Costs as submitted by Rating Organization? (Place "X" in proper box.)		1-Yes				
		2-No	X			
5. Enter the most recent available calendar year's Written and Earned Premiums in South Carolina for this Line of Insurance.		Written Premium	14,529,000			
		Earned Premium	16,322,000			
		Year Written	2004			
6. Enter the approximate percent of market share in S.C. for this type of insurance.		% MARKET SHARE	2.1%			
7. Enter the Date and Percent of Change for each of the last two rate revisions for this Line of Insurance.		FILING DATE	M	D	Y	%
		FILING = 1	09	09	05	0.0%
		FILING = 2	09	09	03	5.85%
8. Briefly describe this Filing, reason for filing, its effects, the Lines of Insurance affected and other information needed to describe the Filing.						
The revised South Carolina Auto Policy is based on a new model auto policy we have developed for use in all states where we do business. This new model was modified to comply with South Carolina law. The changes to the policy involve both increases and decreases in coverage. Overall, we think the net effect of these changes should be neutral or possibly a slight increase in coverage.						
The Named Driver Exclusion Endorsement – Form Z195 (07/05) will be issued to any insured with an excluded driver on their policy.						
The Named Non-Owner Coverage Endorsement – Form Z194 (10/06) will be issued to any insured purchasing named non-owner coverage						
9. Provide the following information for the Filing's contact person:						
NAME	Jeffrey G. Palmer					DEPT. USE
TITLE	Senior Counsel					
ADDRESS	6300 Wilson Mills Road, N72					
CITY / ST ZIP	Mayfield Village, OH 44143					
TEL. NO.	(440) 395-2454 or (800) 321-9843, extension 6252454					

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED IN DUPLICATE; OTHERWISE, FILING WILL BE DELAYED.

PROPERTY AND CASUALTY FILING SUMMARY

ELECTRONICALLY FILED - 2019 Oct 21 11:50 AM - SUMTER - COMMON PLEAS - CASE#2019CF4300105

COMPANY NAME	Progressive Max Insurance Company	SC COMPANY CODE NUMBER	101167			
1. Enter Line of Insurance (See Insurance Line Code List Below) <small>51-Fire & Allied Lines 54-Marine 58-Auto (All Lines) 62-Misc. Casualty 65-Financial Guaranty 52-Home, Farm & Mobile Owner 56-Worker's Compensation 60-Aircraft 63-Mortgage Guaranty 98-All Other Lines 53-Commercial MP 57-All Liability (Non-Auto) 61-Fidelity & Surety 64-Title</small>		INSURANCE LINE NUMBER	58			
2. Enter Type Filing (Place "X" in proper boxes) If Automobile Filing, provide changes by coverage on separate page. If Private Passenger Auto Rate Filing, completed Form S must be included for proposed rates.		FORMS	X			
		RULES				
		RATES				
3. Will any S.C. Policyholder receive a premium increase as a result of this Filing? (Place "X" in proper box and enter overall +/- Percent of Change.)		1-Yes		OVERALL PERCENT CHANGE	N/A	
		2-No	X			
4. Does this Filing utilize a Rating Organization's Rates or Loss Costs? (Place "X" in proper box. If answer is "NO" continue with item #5.		1-Yes		FILING DESIGNATION NUMBER	N/A	
		2-No	X			
RATING ORG. NAME	NONE	SC RATING ORG. CODE #	N/A			
4a. Does this Filing modify Rates or Loss Costs as submitted by Rating Organization? (Place "X" in proper box.)		1-Yes				
		2-No	X			
5. Enter the most recent available calendar year's Written and Earned Premiums in South Carolina for this Line of Insurance.		Written Premium	18,142,000			
		Earned Premium	14,391,000			
		Year Written	2004			
6. Enter the approximate percent of market share in S.C. for this type of insurance.		% MARKET SHARE	2.7%			
7. Enter the Date and Percent of Change for each of the last two rate revisions for this Line of Insurance.		FILING DATE	M	D	Y	% RAT
		FILING = 1	09	09	05	-1.84%
		FILING = 2	04	02	04	-0.76%
8. Briefly describe this Filing, reason for filing, its effects, the Lines of Insurance affected and other information needed to describe the Filing.						
The revised South Carolina Auto Policy is based on a new model auto policy we have developed for use in all states where we do business. This new model was modified to comply with South Carolina law. The changes to the policy involve both increases and decreases in coverage. Overall, we think the net effect of these changes should be neutral or possibly a slight increase in coverage.						
The Named Driver Exclusion Endorsement – Form Z195 (07/05) will be issued to any insured with an excluded driver on their policy.						
The Named Non-Owner Coverage Endorsement – Form Z194 (10/06) will be issued to any insured purchasing named non-owner coverage						
9. Provide the following information for the Filing's contact person:					DEPT. USE	
NAME	Christine A. ElHindi					
TITLE	Compliance Manager					
ADDRESS	6300 Wilson Mills Road, N72					
CITY / ST ZIP	Mayfield Village, OH 44143					
TEL. NO.	(440) 395-3680 or (800) 321-9843, extension 6253680					

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED IN DUPLICATE; OTHERWISE, FILING WILL BE DELAYED.

READABILITY CERTIFICATE

I, Kathleen Cerny, Assistant Secretary of Progressive Northern Insurance Company, and I, Karen Kosuda, Assistant Secretary of Progressive Direct Insurance Company and Progressive Max Insurance Company, certify that the Named Driver Exclusion Endorsement – Form Z195 (07/05) when flesched with the South Carolina Auto Policy – Form 9610 SC (09/06), achieved a score of 44.5 and complies with the readability requirements of the State of South Carolina when tested in accordance with the Flesch Reading Ease Test.

Kathleen M. Cerny

Date: 12/06/2006

Kathleen Cerny
Assistant Secretary

Karen A. Kosuda

Date: 12/06/2006

Karen Kosuda
Assistant Secretary

PROGRESSIVE®

Corporate Law Department, 6300 Wilson Mills Road, N72, Mayfield Village, OH 44143

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Kristi F. Curtis, Circuit Court Judge

Case No. 2022-000703

Progressive Northern Insurance Company, Respondent,

v.

Gloria Oliver, Richard Prothro, and Sharon Prothro, Defendants,
Of Whom Gloria Oliver is the Appellant.

ATTORNEY CERTIFICATION

The undersigned certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other materials.

January 3, 2023



J. Thomas McElveen, III
John R. Moorman
Bryan Law Firm of SC, L.L.P.
Post Office Box 2038
Sumter, South Carolina 29151
(803) 775-1263
Attorneys for Appellant