



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
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April 17, 2024

The Honorable Jeanette W. McBride
PO Box 2766
Columbia SC 29202-2766

REMITTITUR

Re: Southern Insulation, Inc. v. OneBeacon Insurance Group, Ltd.
Lower Court Case No. 2020CP4004385
Appellate Case No. 2023-000252

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

A handwritten signature in blue ink that reads "Jenny A. Kitchings".

CLERK

Enclosure

cc: Eric Bauman Amstutz, Esquire
Brian Montgomery Barnwell, Esquire
Jessica L. Monsell, Esquire

Shanon N. Peake, Esquire
Matthew Terry Richardson, Esquire
Jonathan M. Robinson, Esquire
Marghretta Hagood Shisko, Esquire
G. Murrell Smith, Jr., Esquire
John Belton White, Jr., Esquire
Demetri K. Koutrakos, Esquire
Harry Alwyn Dixon, Esquire
Paul M. Hummer, Esquire
Sean T. O'Neill, Esquire
John A. Basinger, Esquire
Robert Yates Knowlton, Sr., Esquire
Elizabeth Halligan Black, Esquire

RECEIVED

Apr 16 2024

SC Court of Appeals

The Supreme Court of South Carolina

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

v.

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

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

Appellate Case No. 2023-001243

ORDER

Based on the vote of the Court, the petition for a writ of certiorari is denied.

FOR THE COURT

BY Patricia A. Howard
THE CLERK

Columbia, South Carolina
April 16, 2024

cc:

Robert Yates Knowlton, Sr.
Elizabeth Halligan Black
Demetri K. Koutrakos
Harry Alwyn Dixon
Sean T. O'Neill
John A. Basinger
Eric Bauman Amstutz
Brian Montgomery Barnwell
Shanon N. Peake
Matthew Terry Richardson
Jonathan M. Robinson
Marghretta Hagood Shisko
G. Murrell Smith, Jr.
John Belton White, Jr.
The Honorable Jenny A. Kitchings

The South Carolina Court of Appeals

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

v.

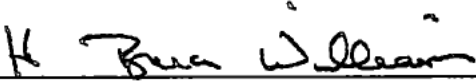
OneBeacon Insurance Group, Ltd. (f/k/a White Mountains Insurance Group, Ltd., f/k/a CGU Insurance Company, f/k/a Commercial Union Corporation, f/k/a General Accident Insurance Company of America); OneBeacon Insurance Group LLC (n/k/a Intact Insurance Group USA LLC); R.V. Chandler & Associates, Inc.;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


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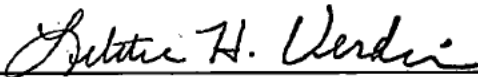
Appellate Case No. 2023-000252

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.


_____ C.J.


_____ J.


_____ J.

Columbia, South Carolina

FILED
Jul 06 2023

cc:

Eric Bauman Amstutz, Esquire
Brian Montgomery Barnwell, Esquire
Jessica L. Monsell, Esquire
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The South Carolina Court of Appeals

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

v.

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

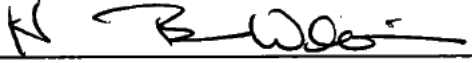
Of which OneBeacon Insurance Group, Ltd. (f/k/a White Mountains Insurance Group, Ltd., f/k/a CGU Insurance Company, f/k/a Commercial Union Corporation, f/k/a General Accident Insurance Company of America); OneBeacon Insurance Group LLC (n/k/a Intact Insurance Group USA LLC); Trebuchet US Holdings, Inc;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

Appellate Case No. 2023-000252

ORDER

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

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


C.J.
FOR THE COURT

Columbia, South Carolina

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FILED
Apr 13 2023