

2023 incident involving Defendant Milin. The Homeowners Policy provides a Three Hundred Thousand and 00/100 Dollars (\$300,000.00) personal liability limit, and Farm Bureau has tendered those limits in the Underlying Action (C.A. No. 2024-CP-29-01058).¹

3. The question presented is a matter of law: whether Farm Bureau’s “Farm Policy” (#390100000547) affords coverage for the underlying June 13, 2023 incident and whether Farm Bureau owes defense and indemnity obligations to Ms. Leone in the Underlying Action.
4. The Farm Policy’s SFL 01 10 04 16 ‘Insurance Under More Than One Policy’ endorsement (the “other insurance/escape” language) conflicts with the Homeowners Policy’s excess framework, creating a circular conflict the Court concludes is unenforceable. The clauses are mutually repugnant and are disregarded² to prevent an illusory absence of primary coverage where separate premiums were collected for overlapping protections. Independently, even if the provisions were susceptible of reconciliation, the Farm Policy would be, at minimum, co-primary with the Homeowners Policy and could not be nullified by SFL 01 10.³
5. Farm Bureau’s tender and/or exhaustion of limits under the Homeowners Policy does not extinguish coverage otherwise afforded by the Farm Policy. Nothing in the Farm Policy

¹ Plaintiff’s MSJ memorandum (July 10, 2025) acknowledging the \$300,000 Homeowners Policy limit and Farm Bureau’s tender of those limits in the Underlying Action (C.A. No. 2024-CP-29-01058).

² See *S.C. Ins. Co. v. Fidelity & Guar. Ins. Underwriters*, 327 S.C. 207, 489 S.E.2d 200, 203–04 (1997) (treating conflicting other insurance clauses as mutually repugnant and disregarding them); cf. *S.C. Farm Bureau Mut. Ins. Co. v. S.E.C.U.R.E. Underwriters Risk Retention Grp.*, 353 S.C. 249, 578 S.E.2d 8, 11–12 (2003) (declining to apply ‘total policy insuring intent’ to defeat bargained-for coverage).

³ Endorsement SFL 01 10 (04 16) adds Paragraph c. to Loss Condition 6 (“Other Insurance”) and provides in relevant part: “However, regardless of the provisions of Paragraphs a. and b. above, this Policy does not apply to any loss or damage or defense against a ‘suit’ which: (1) is covered under any other policy ...; or (2) would be covered under another policy ... had the limits of such policy not been exhausted.”

converts payment under any other policy into a release, merger, or novation of the Farm Policy obligations. The Farm Policy remains applicable to the loss consistent with its insuring agreement and Declarations, as set forth in ¶3 above. Farm Bureau received separate premiums for the Homeowners Policy and the Farm Policy; performance under one contract cannot unilaterally discharge obligations under the other. Accordingly, Endorsement SFL 01 10 ('Insurance Under More Than One Policy') is unenforceable as applied on these facts. The Farm Liability Declarations (Form FPP 40 04 16) show 'Coverage H — Bodily Injury & Property Damage Liability — Each Occurrence \$1,000,000,'⁴ and the Declarations separately list premiums for Coverage H.

6. Any punitive damages exclusion in the Farm Policy, to the extent applicable, does not negate Farm Bureau's duty to defend the entirety of the Underlying Action and does not preclude indemnity for covered actual (i.e., non-punitive) damages, including economic and noneconomic damages.
7. Accordingly, Defendant Milin is entitled to judgment as a matter of law.

It Is Therefore ORDERED, ADJUDGED, and DECLARED that:

- A. Defendant Milin's Motion for Summary Judgment is **GRANTED**.
- B. Plaintiff's Motion for Summary Judgment is **DENIED**.
- C. **Coverage Declaration.** The Farm Policy (#390100000547) affords coverage for the June 13, 2023 incident described in the pleadings. Specifically, Coverage H — Bodily Injury

⁴ Farm Liability Declarations (Form FPP 40 04 16), "Coverage H — Bodily Injury & Property Damage Liability — Each Occurrence \$1,000,000."

& Property Damage Liability — applies, with a One Million and 00/100 Dollars (\$1,000,000) Each Occurrence limit as shown in the Farm Liability Declarations.⁵⁶

- D. **Other Insurance Endorsement (SFL 01 10).** As applied to the June 13, 2023 occurrence, the ‘Insurance Under More Than One Policy’ endorsement (SFL 01 10 04 16) is unenforceable and does not bar Coverage H under the Farm Policy. The endorsement’s attempted escape in the presence of other coverage is mutually repugnant to the Homeowners Policy’s excess clause and therefore disregarded for priority purposes. In any event, the Farm Policy affords, at minimum, co-primary coverage with the Homeowners Policy and cannot be eliminated by SFL 01 10.
- E. **Duty to Defend.** Farm Bureau shall continue to defend Angela M. Leone in the underlying Lancaster County action, C.A. No. 2024-CP-29-01058, arising from the June 13, 2023 incident, through final disposition of that action, notwithstanding any payment, exhaustion, or attempted exhaustion of limits under any other policy.
- F. **Duty to Indemnify (Actual Damages).** Farm Bureau shall indemnify Angela M. Leone for actual (i.e., non-punitive) damages, including economic and noneconomic damages, if any, awarded in the Underlying Action, subject to the Farm Policy’s applicable limits and terms, including the Coverage H ‘Each Occurrence’ limit stated in the Declarations.
- G. **Disposition.** Judgment is entered in favor of Defendant Milin on the coverage issues presented. Farm Bureau’s contrary requests for declaratory relief are **DENIED**. This action is dismissed with prejudice to the extent it seeks declarations inconsistent with this Order. This Order is final as to the coverage issues decided herein; any questions

⁵ Farm Liability Declarations (Form FPP 40 04 16), “Coverage H — Bodily Injury & Property Damage Liability — Each Occurrence \$1,000,000.”

⁶ Farm Liability Coverage Form, Section II — Limits of Insurance (“the Each Occurrence Limit is the most we will pay for ... damages under Coverage H”), with the amount shown in the Declarations.

regarding punitive damages (if any are awarded) are reserved and not decided by this Order. All remaining arguments are overruled or deemed moot.

AND IT IS SO ORDERED.

_____, 2025

Judge Robert E. Hood
Circuit Court Judge



Lancaster Common Pleas

Case Caption: South Carolina Farm Bureau Mutual Insurance Company VS John Milin , defendant, et al
Case Number: 2025CP2900096
Type: Order/Summary Judgment

So Ordered

s/ R.E. Hood #2164