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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

The Honorable Steven DeBerry, IV, Judicial Circuit Court Judge
Case No. 2025CP2500032

Appellate Case No. 2025-001727

James Williams Respondent,

v.

BITCO General Insurance Corporation and
Seckinger Forest Products, Inc.....Appellants.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C/A #2025-CP-25-00032
COUNTY OF HAMPTON	)	
	)	
James Williams,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER DENYING DEFENDANTS'
	)	MOTIONS FOR SUMMARY
Bitco General Insurance Corporation and	)	JUDGMENT AND GRANTING
Seckinger Forest Products, Inc.,	)	PLAINTIFF'S MOTION FOR
	)	SUMMARY JUDGMENT
Defendants.	)	
_____	)	

This matter came before the court on June 9, 2025, on the parties' cross-motions for summary judgment. Lawrence M. Hunter, Esquire, argued on behalf of Defendant Bitco; Erin D. Dean, Esquire, argued on behalf of Defendant Seckinger; and Laine B. Gooding, Esquire, argued on behalf of Plaintiff.

Factual and Procedural Background

This declaratory judgment action involves a UIM reformation issue and arises from a collision that occurred on July 23, 2024, when James Williams ("Williams") was operating a tractor-trailer rig owned by Seckinger Forest Products ("Seckinger") and was involved in a wreck caused by Tonya Leidy. At the time of the wreck, Williams was employed by Seckinger and was acting within the scope and course of his employment. The tractor-trailer rig operated by Williams was insured by Bitco General Insurance Corporation ("Bitco") under a motor vehicle insurance policy ("the Policy"), policy number CAP 37349843, naming Seckinger as the named insured and providing bodily injury liability coverage in the amount of \$1,000,000.00.

After collecting the liability coverage from Leidy's policy,¹ Williams submitted an underinsured motorist claim to Bitco. The declarations page of the Policy purports to provide only \$75,000 in underinsured motorist coverage:

EXHIBIT B Page 2

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued) Part 2

POLICY NUMBER: CAP 3 734 984

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS
This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	7, 8, 9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	
		Premium for Endorsements	\$ [REDACTED]
		State Charges	
		Estimated Deposit Premium	\$ [REDACTED]
This Policy May Be Subject To Final Audit.			

* See ITEM FOUR for hired or borrowed "autos".
^ A maximum deductible may also apply. Refer to Coverage Form for details.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN
SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 400,000	\$ [REDACTED]
		Total Hired Auto Premium	\$ [REDACTED]

For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

AP-0003 (10/21) Part 2

¹ It is undisputed that Leidy's vehicle was underinsured, with minimum liability limits of \$25,000/\$50,000/\$25,000 provided by Progressive. Progressive has tendered its \$25,000 policy limit to Plaintiff in exchange for a covenant not to execute.

See, Exhibit B, Page 2, attached to Bitco's Motion for Summary Judgment. At Williams' request, Bitco provided a copy of the purported UIM offer/rejection, the relevant portion of which reads:

EXHIBIT A Page 4

DocuSign Envelope ID: 4F8D0F9C-EF7E-44F8-B1E0-6D3CD1AABA90

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy# CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 45.	\$ 66.	\$ 85.	\$109.	\$140.	\$158.
250,000	84.	107.	125.	145.	169.	183.
500,000	107.	128.	145.	161.	184.	200.
1,000,000	128.	148.	161.	176.	201.	217.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 30.	\$ 44.	\$ 56.	\$ 71.	\$ 92.	\$103.
250,000	55.	70.	82.	95.	110.	120.
500,000	70.	84.	95.	106.	121.	130.
1,000,000	84.	97.	106.	115.	131.	142.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 43.	\$ 28.
250,000	82.	53.
500,000	105.	68.
1,000,000	126.	82.

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

If your answer is "no", you must sign here: ☒ Kenneth Seckinger

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

_____ I select _____ single limit

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10/10/23

See, Exhibit A, Page 4, attached to Bitco's Motion for Summary Judgment. Plaintiff advised Bitco that the form was deficient, did not represent a meaningful offer of UIM coverage, and that the Policy must be reformed up to the limits of liability coverage. Bitco refused and maintained that the Policy provides only \$75,000 in UIM coverage.

Williams then filed this declaratory judgment action seeking a declaration that the Policy must be reformed to provide underinsured motorist coverage in the amount of \$1,000,000.00 on the grounds that Bitco failed to make a meaningful offer of underinsured motorist coverage.² Bitco filed a motion for summary judgment relying on the affidavit testimony of Jeanne Seckinger, treasurer/co-owner of Seckinger Forest Products, and Donald E. Watts, Jr., the insurance agent for Seckinger Forest Products. See, Affidavit of Jeanne Seckinger, attached to Bitco's Motion for Summary Judgment as Exhibit A; Affidavit of Donald E. Watts, Jr., attached to Bitco's Motion for Summary Judgment without an identifying exhibit letter. In the affidavits, because the form obviously does not satisfy the statutory requirements for a meaningful offer, both Jeanne Seckinger and Watts claim that Jeanne Seckinger is a sophisticated purchaser of insurance who knew her options and made an informed decision to decline any additional uninsured/underinsured coverage. Seckinger filed its own motion for summary judgment, seeking the same relief requested by Bitco. Williams, based on the failures of the offer and relying on the UIM offer/rejection form as well as the affidavits filed by Bitco, filed a cross-motion for summary judgment. For the reasons that follow, the court declares that Bitco failed to make a meaningful offer of underinsured motorist

² Bitco tendered \$75,000 in UIM coverage to James Williams without prejudice to his right to seek reformation of the Policy and to collect additional UIM coverage if the Policy is reformed.

coverage and orders that the Policy be reformed to provide underinsured motorist coverage up to the limits of liability coverage of \$1,000,000.00 provided by the Policy.

Standard

“Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party must prevail as a matter of law.” *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010); Rule 56(c), SCRCP. When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party. *Id.* Summary judgment is appropriate only when the evidence shows that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Thomas v. Waters*, 315 S.C. 524, 445 S.E.2d 659 (Ct.App. 1994). Another formulation of the same standard is that summary judgment is only appropriate when plain, palpable and indisputable facts exist on which reasonable minds cannot differ. *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 230 S.E.2d 447 (1976). Further, in ruling on a motion for summary judgment, the court must construe all ambiguities, conclusions, and inferences arising from the evidence against the moving party. *Jernigan v. King*, 312 S.C. 331, 440 S.E.2d 379 (Ct. App. 1993)

Analysis

Under South Carolina law, an automobile insurance policy is required to provide uninsured motorist (UM) coverage equal to the mandatory minimum liability coverage required by statute, i.e. \$25,000/\$50,000/\$25,000. If an insured purchases higher liability limits than the mandatory minimum required by statute, an insurer must offer the insured **additional** UM coverage up to the insured’s liability limits. S.C. Code Ann. § 38-77-160. Conversely, underinsured motorist (UIM) coverage is completely optional. However, an insurer is required to offer, at the option of the

insured, UIM coverage up to the limits of the insured's liability limits. *Id.* Because UIM is completely optional, the offer must clearly communicate that the insured has the option to reject UIM coverage in its entirety. *See*, S.C. Code Ann. § 38-77-160. Further, the insurer's offer of both UM and UIM coverage must be "meaningful." *See*, *Floyd v. Nationwide Mut. Ins. Co.*, 367 S.C. 253, 626 S.E.2d 6 (2005). If the insurer's offer of additional UM and optional UIM coverage is not meaningful, the policy must be reformed to provide UM and UIM coverage in the amount of the insured's liability limits. In *Floyd*, the court explained that "[t]he purpose of requiring automobile insurers to make a meaningful offer of additional UM or UIM coverage 'is for insureds to know their options and to make an informed decision as to which amount of coverage will best suit their needs.'" *Id.* (other citations omitted). In *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, the court crafted a four-part test to determine whether an offer of UM and UIM is meaningful.

Each factor must be met for an offer to meet the requirement of being meaningful:

- (1) the insurer's notification process must be commercially reasonable, whether oral or in writing;
- (2) the insurer must specify the limits of optional coverage and not merely offer additional coverage in general terms;
- (3) the insurer must intelligibly advise the insured of the nature of the optional coverage; and
- (4) the insurer must be told that optional coverages are available for an additional premium.

291 S.C. 518, 354 S.E.2d 555 (1987). In response to *Wannamaker*, the legislature enacted S.C. Code Ann. § 38-77-350 which establishes minimum requirements for a form that insurers are required to use in offering UM and UIM coverages. Pursuant to § 38-77-350(A), an insurer's form shall include:

- (1) A brief and concise explanation of the coverage;
- (2) A list of available limits and the range of premiums for the limits;

- (3) A space for the insured to mark whether the insured chooses to accept or reject the coverage and a space for the insured to select the limits of coverage he desires;
- (4) A space for the insured to sign the form which acknowledges that he has been offered the optional coverages;
- (5) The mailing address and telephone number of the Insurance Department which the applicant may contact if the applicant has any questions that the insurance agent is unable to answer.

Id. Section 38-77-350(B) provides that if the insurer's form complies with these minimum requirements and is properly executed by the insured, a conclusive presumption arises in favor of the insurer that the insured made a knowing waiver of the option to purchase UIM and additional UM coverages. However, an insurer's failure to comply with § 38-77-350 does not automatically require judicial reformation of the policy. Rather, even where the insurer is not entitled to a conclusive presumption that a meaningful offer was made because its form is deficient or improperly executed or a form was not presented at all, the insurer may still prove a meaningful offer by proving each of the four *Wannamaker* factors. The insurer has the burden of proving that a meaningful offer was made. *See, Ackerman v. Travelers Indem. Co.*, 318 S.C. 137, 456 S.E.2d 408 (Ct.App. 1995). Further, as for proof of the third *Wannamaker* factor, "[e]vidence of the insured's knowledge or level of sophistication is relevant and admissible when analyzing, under *Wannamaker*, whether an insurer intelligibly advised the insured of the nature of the optional UM or UIM coverage." *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010)(other citations omitted). However, regardless of the insured's knowledge or level of sophistication, "a noncomplying offer has the legal effect of no offer at all." *Hanover Ins. Co. v. Horace Mann Ins. Co.*, 301 S.C. 55, 389 S.E.2d 657 (1990). Significantly, "a third party not privy to the contract may assert the lack of an adequate offer and [seek] reform[ation] of the contract to increase the

coverage.” *Ackerman* (citing *American Sec. Ins. Co. v. Howard*, 315 S.C. 47, 431 S.E.2d 604 (Ct.App. 1993)). In fact, even where the insured has consistently rejected UIM in the past and indicates she was only interested in purchasing mandatory liability coverage at the lowest premium cost and would have rejected the optional coverages even if the required information had been included in the offer, a third party may attack the adequacy of the offer and seek reformation of the policy. *See, American Sec. Ins. Co. v. Howard*, 315 S.C. 47, 431 S.E.2d 604 (Ct.App. 1993).

Here, Bitco’s form does not meet the requirements of S.C. Code Ann. § 38-77-350(A). The purported offer of UIM coverage is properly labeled, “Offer Optional Underinsured Motorist Coverage.” *See*, Exhibit A, page 4. The form then explains that “[m]inimum **uninsured** motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional **underinsured** motorist coverage, an additional premium will be charged.” At the bottom, the form asks, “Do you wish to purchase **additional uninsured motorist coverage?**” Ms. Seckinger placed an X next to the option for “No” and then signed. *Id.* By its very terms, the form does not ever ask or address whether the insured wished to purchase UIM coverage or to reject UIM coverage in its entirety. Further, even if these are considered “typographical” errors as argued by Defendants, the form does not meet the requirements of § 38-77-350(A). Therefore, the form does not create a conclusive presumption, or any presumption at all for that matter, that the insurer made a meaningful offer.

The next question is whether Bitco and Seckinger have met their burden of proving a meaningful offer by establishing each of the four *Wannamaker* factors. In her affidavit, Ms. Seckinger repeatedly states her belief that minimum limits of \$75,000.00 in UIM coverage were required to be automatically included in her policy. In paragraph 9 of her affidavit, Ms. Seckinger

discusses page 4 of Exhibit A (which purports to be an offer of optional **UIM** coverage) and explains: “That form explained to me that minimum limits of \$75,000.00 were automatically provided by the policy, but that I had the option of purchasing additional limits including \$250,000.00, \$500,000.00, and \$1,000,000.00.” In paragraph 12 of her affidavit, she again discusses page 4 of Exhibit A: “Prior to this controversy, I do not recall noticing that the question did not match the title of the page, and I presumed that what I was signing was a **rejection of additional uninsured coverage** above the \$75,000 minimum **required by BITCO**. In paragraph 15 of her affidavit, Ms. Seckinger explains that “when our policy came up for renewal after this controversy, we maintained our previous decision and reaffirmed our decision to purchase the minimum **required** limits of \$75,000.00.” Contrary to supporting Bitco’s and Seckinger’s motions for summary judgment, her affidavit does not support the conclusion that she was a sophisticated purchaser but rather makes it clear that she believed at the time of signing the form, and still believes, that Seckinger was **required** to purchase minimum **UIM** limits of \$75,000.00. Even if she believes she is an experienced and sophisticated purchaser of insurance, her affidavit testimony confirms her misunderstanding of the law brought about by Bitco’s failure to properly explain UM and UIM coverage and to properly make a meaningful offer of UIM that necessarily requires the option to **reject** all UIM coverage.

Similarly, the affidavit of Donald Watts makes it clear that he did not explain to Ms. Seckinger that UIM coverage is optional and did not give her the option to reject UIM coverage. Rather, he dances around the issue by stating in paragraph 5 of his affidavit that he “discussed with them that one option they had was to reduce their uninsured and underinsured coverage to the minimum limits **that BITCO offered**, which was seventy-five thousand dollars.” In other words,

he suggests that BITCO is not required to give the insured the option to **reject** UIM coverage in its entirety as required by South Carolina law.

Further, both Ms. Seckinger and Mr. Watts have testified in their affidavits that they consider Ms. Seckinger to be an experienced and sophisticated purchaser of insurance. While evidence of the insured's knowledge and level of sophistication is relevant when analyzing whether an insurer intelligibly advised the insured of the nature of the optional UIM coverage, it is not conclusive evidence that a meaningful offer was made. Relying on *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010), Bitco and Seckinger argue that the court should not reform the policy because Jeanne Seckinger was an experienced and sophisticated purchaser of insurance and has indicated that she purchased the coverage she desired. In *Grinnell*, an employee of Grinnell was injured in a wreck while driving Grinnell's vehicle. The employee filed a civil action against a known at-fault party and an unknown at-fault party, seeking both UIM and UM coverage under Grinnell's insurance policy. However, the policy in question did not provide any UIM coverage or additional UM coverage. Grinnell, a subsidiary of Tyco International, filed a declaratory judgment action seeking a declaration that it had successfully rejected UIM coverage and additional UM coverage. The employee, Grinnell, and the insurer filed cross motions for summary judgment. The court concluded that Grinnell and the insurer were not entitled to a conclusive presumption that a meaningful offer was made because the form did not meet the requirements of § 38-77-350(A) and the form was not properly executed by Mr. Goetz, Tyco's vice president of risk management, who procured the policy in question. Therefore, the burden fell on Grinnell and the insurer to prove that a meaningful offer of optional UIM and additional UM was made under *Wannamaker*. Grinnell and the insurer offered the testimony of Goetz to meet its burden. The

court noted “[i]t is undisputed that Goetz was well educated and experienced in the areas of insurance and risk management” and that “Goetz considers himself to be a sophisticated purchaser with regard to insurance policies” having “procured twenty-two policies of insurance annually.” *Id.* Further, Goetz’ testimony showed that he “intended to decline optional UM and UIM.” *Id.* In other words, he knew and understood that UIM coverage was not required by law and he had the option to reject UIM coverage in its entirety; he also knew and understand that UM coverage above the statutorily required minimum limits was not required by law and he had the option to reject additional UM coverage. That is the factor that distinguishes *Grinnell* from the facts currently before this court. Even assuming there is evidence that Jeanne Seckinger was an experienced and sophisticated purchaser of insurance, that does not end the inquiry and does not result in any conclusive presumption that a meaningful offer was made. Rather, her own testimony, as corroborated by the testimony of her agent, proves that she did not understand and was not properly informed that she had the option of **rejecting** ALL UIM coverage. This lack of understanding matters and is significant in this court’s finding that Jeanne Seckinger is, in fact, not a sophisticated purchaser.³ Because of this deficiency in both the explanation as well as the understanding, the offer does not meet the third *Wannamaker* factor that requires the insurer to “intelligibly advise the insured of the nature of the optional coverage.” 291 S.C. 518, 354 S.E.2d 555 (1987). The offer was therefore not meaningful. As the court in *Ackerman* held, a noncomplying offer has the effect of no offer at all. 318 S.C. 137, 456 S.E.2d 408 (Ct.App. 1995). Here, the offer, at best,

³ It is significant to note that \$1 million in UIM coverage on the vehicle involved in the wreck would have cost Seckinger approximately \$54 more than the premium it actually paid for \$75,000 in UIM coverage. See, Exhibit A, page 4. While her affidavit relies heavily on her rationale of saving the business money, this small monetary difference begs the question of how sophisticated a purchaser Jeanne Seckinger really is.

was noncomplying. Accordingly, it has the effect of no offer at all, and the policy must be reformed to include UIM coverage in the amount of Seckinger's liability limits.

CONCLUSION

After a thorough review of the evidence, arguments, and case law presented by the parties and viewing the facts and all reasonable inferences therefrom in the light most favorable to the non-moving party on the cross-motions for summary judgment, the Court finds Bitco is not entitled to a conclusive presumption of a meaningful offer because its form fails to meet the requirements of S.C. Code Ann. § 38-77-350(A); further, Bitco failed to make a meaningful offer of UIM coverage under *Wannamaker* by failing to intelligibly advise Seckinger that UIM coverage is optional coverage that can be rejected in its entirety. Accordingly, the policy must be reformed to provide UIM coverage in the amount of the liability coverage provided by the policy.

IT IS THEREFORE ORDERED that Defendant Bitco's Motion for Summary Judgment is denied; Defendant Seckinger's Motion for Summary Judgment is denied; and Plaintiff's Motion for Summary Judgment is granted.

IT IS SO ORDERED!

The Honorable H. Steven DeBerry, IV
Presiding Judge of the Fourteenth Judicial Circuit

_____, South Carolina

_____, 2025



Hampton Common Pleas

Case Caption: James Williams VS Bitco General Insurance Corporation , defendant,
et al
Case Number: 2025CP2500032
Type: Order/Other

H. Steven DeBerry, IV

Circuit Court Judge 2771

Electronically signed on 2025-07-02 11:07:08 page 13 of 13

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C/A #2025-CP-25-00032
COUNTY OF HAMPTON	)	
	)	
James Williams,	)	
	)	
Plaintiff,	)	
	)	
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	)	MOTIONS FOR SUMMARY
Bitco General Insurance Corporation and	)	JUDGMENT AND GRANTING
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This matter came before the court on June 9, 2025, on the parties' cross-motions for summary judgment. Lawrence M. Hunter, Esquire, argued on behalf of Defendant Bitco; Erin D. Dean, Esquire, argued on behalf of Defendant Seckinger; and Laine B. Gooding, Esquire, argued on behalf of Plaintiff.

Factual and Procedural Background

This declaratory judgment action involves a UIM reformation issue and arises from a collision that occurred on July 23, 2024, when James Williams ("Williams") was operating a tractor-trailer rig owned by Seckinger Forest Products ("Seckinger") and was involved in a wreck caused by Tonya Leidy. At the time of the wreck, Williams was employed by Seckinger and was acting within the scope and course of his employment. The tractor-trailer rig operated by Williams was insured by Bitco General Insurance Corporation ("Bitco") under a motor vehicle insurance policy ("the Policy"), policy number CAP 37349843, naming Seckinger as the named insured and providing bodily injury liability coverage in the amount of \$1,000,000.00.

After collecting the liability coverage from Leidy's policy,¹ Williams submitted an underinsured motorist claim to Bitco. The declarations page of the Policy purports to provide only \$75,000 in underinsured motorist coverage:

EXHIBIT B Page 2

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued) **Part 2**

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COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	7, 8, 9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Accident Deductible For Each	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	
		Premium for Endorsements	\$ [REDACTED]
		State Charges	
		Estimated Deposit Premium	\$ [REDACTED]
This Policy May Be Subject To Final Audit.			

* See ITEM FOUR for hired or borrowed "autos".
^ A maximum deductible may also apply. Refer to Coverage Form for details.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN
SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 400,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]

For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

AP-0003 (10/21) Part 2

¹ It is undisputed that Leidy's vehicle was underinsured, with minimum liability limits of \$25,000/\$50,000/\$25,000 provided by Progressive. Progressive has tendered its \$25,000 policy limit to Plaintiff in exchange for a covenant not to execute.

See, Exhibit B, Page 2, attached to Bitco's Motion for Summary Judgment. At Williams' request, Bitco provided a copy of the purported UIM offer/rejection, the relevant portion of which reads:

EXHIBIT A Page 4

DocuSign Envelope ID: 4F8D0F9C-EF7E-44F8-B1E0-6D3CD1AABA90

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 45.	\$ 66.	\$ 85.	\$109.	\$140.	\$158.
250,000	84.	107.	125.	145.	169.	183.
500,000	107.	128.	145.	161.	184.	200.
1,000,000	128.	148.	161.	176.	201.	217.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 30.	\$ 44.	\$ 56.	\$ 71.	\$ 92.	\$103.
250,000	55.	70.	82.	95.	110.	120.
500,000	70.	84.	95.	106.	121.	130.
1,000,000	84.	97.	106.	115.	131.	142.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 43.	\$ 28.
250,000	82.	53.
500,000	105.	68.
1,000,000	126.	82.

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

If your answer is "no", you must sign here: ☒ Kenneth Seckinger

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

_____ I select _____ single limit

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10/10/23

See, Exhibit A, Page 4, attached to Bitco's Motion for Summary Judgment. Plaintiff advised Bitco that the form was deficient, did not represent a meaningful offer of UIM coverage, and that the Policy must be reformed up to the limits of liability coverage. Bitco refused and maintained that the Policy provides only \$75,000 in UIM coverage.

Williams then filed this declaratory judgment action seeking a declaration that the Policy must be reformed to provide underinsured motorist coverage in the amount of \$1,000,000.00 on the grounds that Bitco failed to make a meaningful offer of underinsured motorist coverage.² Bitco filed a motion for summary judgment relying on the affidavit testimony of Jeanne Seckinger, treasurer/co-owner of Seckinger Forest Products, and Donald E. Watts, Jr., the insurance agent for Seckinger Forest Products. See, Affidavit of Jeanne Seckinger, attached to Bitco's Motion for Summary Judgment as Exhibit A; Affidavit of Donald E. Watts, Jr., attached to Bitco's Motion for Summary Judgment without an identifying exhibit letter. In the affidavits, because the form obviously does not satisfy the statutory requirements for a meaningful offer, both Jeanne Seckinger and Watts claim that Jeanne Seckinger is a sophisticated purchaser of insurance who knew her options and made an informed decision to decline any additional uninsured/underinsured coverage. Seckinger filed its own motion for summary judgment, seeking the same relief requested by Bitco. Williams, based on the failures of the offer and relying on the UIM offer/rejection form as well as the affidavits filed by Bitco, filed a cross-motion for summary judgment. For the reasons that follow, the court declares that Bitco failed to make a meaningful offer of underinsured motorist

² Bitco tendered \$75,000 in UIM coverage to James Williams without prejudice to his right to seek reformation of the Policy and to collect additional UIM coverage if the Policy is reformed.

coverage and orders that the Policy be reformed to provide underinsured motorist coverage up to the limits of liability coverage of \$1,000,000.00 provided by the Policy.

Standard

“Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party must prevail as a matter of law.” *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010); Rule 56(c), SCRCP. When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party. *Id.* Summary judgment is appropriate only when the evidence shows that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Thomas v. Waters*, 315 S.C. 524, 445 S.E.2d 659 (Ct.App. 1994). Another formulation of the same standard is that summary judgment is only appropriate when plain, palpable and indisputable facts exist on which reasonable minds cannot differ. *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 230 S.E.2d 447 (1976). Further, in ruling on a motion for summary judgment, the court must construe all ambiguities, conclusions, and inferences arising from the evidence against the moving party. *Jernigan v. King*, 312 S.C. 331, 440 S.E.2d 379 (Ct. App. 1993)

Analysis

Under South Carolina law, an automobile insurance policy is required to provide uninsured motorist (UM) coverage equal to the mandatory minimum liability coverage required by statute, i.e. \$25,000/\$50,000/\$25,000. If an insured purchases higher liability limits than the mandatory minimum required by statute, an insurer must offer the insured **additional** UM coverage up to the insured’s liability limits. S.C. Code Ann. § 38-77-160. Conversely, underinsured motorist (UIM) coverage is completely optional. However, an insurer is required to offer, at the option of the

insured, UIM coverage up to the limits of the insured's liability limits. *Id.* Because UIM is completely optional, the offer must clearly communicate that the insured has the option to reject UIM coverage in its entirety. *See*, S.C. Code Ann. § 38-77-160. Further, the insurer's offer of both UM and UIM coverage must be "meaningful." *See*, *Floyd v. Nationwide Mut. Ins. Co.*, 367 S.C. 253, 626 S.E.2d 6 (2005). If the insurer's offer of additional UM and optional UIM coverage is not meaningful, the policy must be reformed to provide UM and UIM coverage in the amount of the insured's liability limits. In *Floyd*, the court explained that "[t]he purpose of requiring automobile insurers to make a meaningful offer of additional UM or UIM coverage 'is for insureds to know their options and to make an informed decision as to which amount of coverage will best suit their needs.'" *Id.* (other citations omitted). In *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, the court crafted a four-part test to determine whether an offer of UM and UIM is meaningful.

Each factor must be met for an offer to meet the requirement of being meaningful:

- (1) the insurer's notification process must be commercially reasonable, whether oral or in writing;
- (2) the insurer must specify the limits of optional coverage and not merely offer additional coverage in general terms;
- (3) the insurer must intelligibly advise the insured of the nature of the optional coverage; and
- (4) the insurer must be told that optional coverages are available for an additional premium.

291 S.C. 518, 354 S.E.2d 555 (1987). In response to *Wannamaker*, the legislature enacted S.C. Code Ann. § 38-77-350 which establishes minimum requirements for a form that insurers are required to use in offering UM and UIM coverages. Pursuant to § 38-77-350(A), an insurer's form shall include:

- (1) A brief and concise explanation of the coverage;
- (2) A list of available limits and the range of premiums for the limits;

- (3) A space for the insured to mark whether the insured chooses to accept or reject the coverage and a space for the insured to select the limits of coverage he desires;
- (4) A space for the insured to sign the form which acknowledges that he has been offered the optional coverages;
- (5) The mailing address and telephone number of the Insurance Department which the applicant may contact if the applicant has any questions that the insurance agent is unable to answer.

Id. Section 38-77-350(B) provides that if the insurer's form complies with these minimum requirements and is properly executed by the insured, a conclusive presumption arises in favor of the insurer that the insured made a knowing waiver of the option to purchase UIM and additional UM coverages. However, an insurer's failure to comply with § 38-77-350 does not automatically require judicial reformation of the policy. Rather, even where the insurer is not entitled to a conclusive presumption that a meaningful offer was made because its form is deficient or improperly executed or a form was not presented at all, the insurer may still prove a meaningful offer by proving each of the four *Wannamaker* factors. The insurer has the burden of proving that a meaningful offer was made. *See, Ackerman v. Travelers Indem. Co.*, 318 S.C. 137, 456 S.E.2d 408 (Ct.App. 1995). Further, as for proof of the third *Wannamaker* factor, "[e]vidence of the insured's knowledge or level of sophistication is relevant and admissible when analyzing, under *Wannamaker*, whether an insurer intelligibly advised the insured of the nature of the optional UM or UIM coverage." *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010)(other citations omitted). However, regardless of the insured's knowledge or level of sophistication, "a noncomplying offer has the legal effect of no offer at all." *Hanover Ins. Co. v. Horace Mann Ins. Co.*, 301 S.C. 55, 389 S.E.2d 657 (1990). Significantly, "a third party not privy to the contract may assert the lack of an adequate offer and [seek] reform[ation] of the contract to increase the

coverage.” *Ackerman* (citing *American Sec. Ins. Co. v. Howard*, 315 S.C. 47, 431 S.E.2d 604 (Ct.App. 1993)). In fact, even where the insured has consistently rejected UIM in the past and indicates she was only interested in purchasing mandatory liability coverage at the lowest premium cost and would have rejected the optional coverages even if the required information had been included in the offer, a third party may attack the adequacy of the offer and seek reformation of the policy. *See, American Sec. Ins. Co. v. Howard*, 315 S.C. 47, 431 S.E.2d 604 (Ct.App. 1993).

Here, Bitco’s form does not meet the requirements of S.C. Code Ann. § 38-77-350(A). The purported offer of UIM coverage is properly labeled, “Offer Optional Underinsured Motorist Coverage.” *See*, Exhibit A, page 4. The form then explains that “[m]inimum **uninsured** motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional **underinsured** motorist coverage, an additional premium will be charged.” At the bottom, the form asks, “Do you wish to purchase **additional uninsured motorist coverage?**” Ms. Seckinger placed an X next to the option for “No” and then signed. *Id.* By its very terms, the form does not ever ask or address whether the insured wished to purchase UIM coverage or to reject UIM coverage in its entirety. Further, even if these are considered “typographical” errors as argued by Defendants, the form does not meet the requirements of § 38-77-350(A). Therefore, the form does not create a conclusive presumption, or any presumption at all for that matter, that the insurer made a meaningful offer.

The next question is whether Bitco and Seckinger have met their burden of proving a meaningful offer by establishing each of the four *Wannamaker* factors. In her affidavit, Ms. Seckinger repeatedly states her belief that minimum limits of \$75,000.00 in UIM coverage were required to be automatically included in her policy. In paragraph 9 of her affidavit, Ms. Seckinger

discusses page 4 of Exhibit A (which purports to be an offer of optional **UIM** coverage) and explains: “That form explained to me that minimum limits of \$75,000.00 were automatically provided by the policy, but that I had the option of purchasing additional limits including \$250,000.00, \$500,000.00, and \$1,000,000.00.” In paragraph 12 of her affidavit, she again discusses page 4 of Exhibit A: “Prior to this controversy, I do not recall noticing that the question did not match the title of the page, and I presumed that what I was signing was a **rejection of additional uninsured coverage** above the \$75,000 minimum **required by BITCO**. In paragraph 15 of her affidavit, Ms. Seckinger explains that “when our policy came up for renewal after this controversy, we maintained our previous decision and reaffirmed our decision to purchase the minimum **required** limits of \$75,000.00.” Contrary to supporting Bitco’s and Seckinger’s motions for summary judgment, her affidavit does not support the conclusion that she was a sophisticated purchaser but rather makes it clear that she believed at the time of signing the form, and still believes, that Seckinger was **required** to purchase minimum **UIM** limits of \$75,000.00. Even if she believes she is an experienced and sophisticated purchaser of insurance, her affidavit testimony confirms her misunderstanding of the law brought about by Bitco’s failure to properly explain UM and UIM coverage and to properly make a meaningful offer of UIM that necessarily requires the option to **reject** all UIM coverage.

Similarly, the affidavit of Donald Watts makes it clear that he did not explain to Ms. Seckinger that UIM coverage is optional and did not give her the option to reject UIM coverage. Rather, he dances around the issue by stating in paragraph 5 of his affidavit that he “discussed with them that one option they had was to reduce their uninsured and underinsured coverage to the minimum limits **that BITCO offered**, which was seventy-five thousand dollars.” In other words,

he suggests that BITCO is not required to give the insured the option to **reject** UIM coverage in its entirety as required by South Carolina law.

Further, both Ms. Seckinger and Mr. Watts have testified in their affidavits that they consider Ms. Seckinger to be an experienced and sophisticated purchaser of insurance. While evidence of the insured's knowledge and level of sophistication is relevant when analyzing whether an insurer intelligibly advised the insured of the nature of the optional UIM coverage, it is not conclusive evidence that a meaningful offer was made. Relying on *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010), Bitco and Seckinger argue that the court should not reform the policy because Jeanne Seckinger was an experienced and sophisticated purchaser of insurance and has indicated that she purchased the coverage she desired. In *Grinnell*, an employee of Grinnell was injured in a wreck while driving Grinnell's vehicle. The employee filed a civil action against a known at-fault party and an unknown at-fault party, seeking both UIM and UM coverage under Grinnell's insurance policy. However, the policy in question did not provide any UIM coverage or additional UM coverage. Grinnell, a subsidiary of Tyco International, filed a declaratory judgment action seeking a declaration that it had successfully rejected UIM coverage and additional UM coverage. The employee, Grinnell, and the insurer filed cross motions for summary judgment. The court concluded that Grinnell and the insurer were not entitled to a conclusive presumption that a meaningful offer was made because the form did not meet the requirements of § 38-77-350(A) and the form was not properly executed by Mr. Goetz, Tyco's vice president of risk management, who procured the policy in question. Therefore, the burden fell on Grinnell and the insurer to prove that a meaningful offer of optional UIM and additional UM was made under *Wannamaker*. Grinnell and the insurer offered the testimony of Goetz to meet its burden. The

court noted “[i]t is undisputed that Goetz was well educated and experienced in the areas of insurance and risk management” and that “Goetz considers himself to be a sophisticated purchaser with regard to insurance policies” having “procured twenty-two policies of insurance annually.” *Id.* Further, Goetz’ testimony showed that he “intended to decline optional UM and UIM.” *Id.* In other words, he knew and understood that UIM coverage was not required by law and he had the option to reject UIM coverage in its entirety; he also knew and understand that UM coverage above the statutorily required minimum limits was not required by law and he had the option to reject additional UM coverage. That is the factor that distinguishes *Grinnell* from the facts currently before this court. Even assuming there is evidence that Jeanne Seckinger was an experienced and sophisticated purchaser of insurance, that does not end the inquiry and does not result in any conclusive presumption that a meaningful offer was made. Rather, her own testimony, as corroborated by the testimony of her agent, proves that she did not understand and was not properly informed that she had the option of **rejecting** ALL UIM coverage. This lack of understanding matters and is significant in this court’s finding that Jeanne Seckinger is, in fact, not a sophisticated purchaser.³ Because of this deficiency in both the explanation as well as the understanding, the offer does not meet the third *Wannamaker* factor that requires the insurer to “intelligibly advise the insured of the nature of the optional coverage.” 291 S.C. 518, 354 S.E.2d 555 (1987). The offer was therefore not meaningful. As the court in *Ackerman* held, a noncomplying offer has the effect of no offer at all. 318 S.C. 137, 456 S.E.2d 408 (Ct.App. 1995). Here, the offer, at best,

³ It is significant to note that \$1 million in UIM coverage on the vehicle involved in the wreck would have cost Seckinger approximately \$54 more than the premium it actually paid for \$75,000 in UIM coverage. See, Exhibit A, page 4. While her affidavit relies heavily on her rationale of saving the business money, this small monetary difference begs the question of how sophisticated a purchaser Jeanne Seckinger really is.

was noncomplying. Accordingly, it has the effect of no offer at all, and the policy must be reformed to include UIM coverage in the amount of Seckinger's liability limits.

CONCLUSION

After a thorough review of the evidence, arguments, and case law presented by the parties and viewing the facts and all reasonable inferences therefrom in the light most favorable to the non-moving party on the cross-motions for summary judgment, the Court finds Bitco is not entitled to a conclusive presumption of a meaningful offer because its form fails to meet the requirements of S.C. Code Ann. § 38-77-350(A); further, Bitco failed to make a meaningful offer of UIM coverage under *Wannamaker* by failing to intelligibly advise Seckinger that UIM coverage is optional coverage that can be rejected in its entirety. Accordingly, the policy must be reformed to provide UIM coverage in the amount of the liability coverage provided by the policy.

IT IS THEREFORE ORDERED that Defendant Bitco's Motion for Summary Judgment is denied; Defendant Seckinger's Motion for Summary Judgment is denied; and Plaintiff's Motion for Summary Judgment is granted.

IT IS SO ORDERED!

The Honorable H. Steven DeBerry, IV
Presiding Judge of the Fourteenth Judicial Circuit

_____, South Carolina

_____, 2025



Hampton Common Pleas

Case Caption: James Williams VS Bitco General Insurance Corporation , defendant,
et al
Case Number: 2025CP2500032
Type: Order/Summary Judgment

H. Steven DeBerry, IV

Circuit Court Judge 2771

Electronically signed on 2025-07-22 11:14:17 page 13 of 13

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HAMPTON	)	
	)	
James Williams,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER
	)	Case No.: 2025-CP-25-0032
	)	
BITCO General Insurance Corporation	)	
And Seckinger Forest Products, Inc.,	)	
	)	
Defendants.	)	
	)	
	)	

The Defendants BITCO Insurance Corporation and Seckinger Forest Products, Inc., request the Court to alter or amend the Order dated July 2, 2025 and in the Hampton County Clerk of Court's office.

Having duly considered the motion of the Defendants, this Court has determined that its original ruling of July 2, 2025 is fully supported by the law and the evidence and is hereby ratified and reconfirmed. The motion is therefore DENIED.

AND IT IS SO ORDERED.

Dated: _____	_____ H. Steven DeBerry, IV Judge, Twelfth Judicial Circuit
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Hampton Common Pleas

Case Caption: James Williams VS Bitco General Insurance Corporation , defendant,
et al
Case Number: 2025CP2500032
Type: Order/Other

H. Steven DeBerry, IV

Circuit Court Judge 2771

Electronically signed on 2025-08-06 10:48:46 page 2 of 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C/A #2025-CP-25-
COUNTY OF HAMPTON	)	
	)	
James Williams,	)	
	)	
Plaintiff,	)	
	)	SUMMONS
vs.	)	(DECLARATORY JUDGMENT)
	)	(NON-JURY)
Bitco General Insurance Corporation and	)	
Seckinger Forest Products, Inc.,	)	
	)	
Defendants.	)	
_____	)	

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office at 265 Barnwell Highway, Allendale, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

GOODING AND GOODING, P.A.

By: s/ H. Woodrow Gooding
H. Woodrow Gooding - (2180)
Mark B. Tinsley – (15597)
P.O. Box 1000
Allendale, S.C. 29810
(803) 584-7676
woody@goodingandgooding.com
mark@goodingandgooding.com
Attorney for Plaintiff

Dated: January 29, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C/A #2025-CP-25-
COUNTY OF HAMPTON	)	
	)	
James Williams,	)	
	)	
Plaintiff,	)	
	)	COMPLAINT
vs.	)	(DECLARATORY JUDGMENT)
	)	(NON-JURY)
Bitco General Insurance Corporation and	)	
Seckinger Forest Products, Inc.,	)	
	)	
Defendants.	)	
_____	)	

Plaintiff, by and through his undersigned counsel and pursuant to S.C. Code § 15-53-30 and Rule 57 of the South Carolina Rules of Civil Procedure, alleges the following:

1. Plaintiff is, and was at all relevant times, a citizen and resident of Barnwell County, South Carolina.
2. Defendant Bitco General Insurance Corporation (hereinafter "Bitco") is an insurance company authorized to conduct business, and does in fact conduct business, in Hampton County, South Carolina. Further, Bitco insures property located and principally garaged in Hampton County, including but not limited to the vehicle that is, or was, insured by the Bitco insurance policy that is the subject of this action.
3. Defendant Seckinger Forest Products, Inc. (hereinafter "Seckinger") is a limited liability corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Hampton County, South Carolina.
4. The most substantial part of the acts and omissions giving rise to the causes of action stated herein occurred in Hampton County, South Carolina.

5. This is a declaratory judgment action brought pursuant to the South Carolina Declaratory Judgment Act; as such, it does not seek monetary damages but a declaration from the Court as to the parties' respective rights and obligations under a motor vehicle insurance policy issued by Bitco to Seckinger.

6. On or about July 23, 2024, Plaintiff was operating a 2018 Kenworth T880 tractor-trailer rig owned by Seckinger when he was involved in a wreck (hereinafter "the wreck") caused by Tonya Leidy. As a result of the wreck, Tonya Leidy passed away and Plaintiff sustained personal injuries.

7. At the time of the wreck, Plaintiff was employed by Seckinger and was acting within the scope and course of said agency, service or employment.

8. The vehicle driven by Tonya Leidy in the wreck was insured by Progressive Premier Insurance Company of Illinois (hereinafter "Progressive"). Plaintiff asserted a claim for personal injuries against the Estate of Tonya Leidy, and Progressive tendered to Plaintiff its liability limits of \$25,000.00 in exchange for a covenant not to execute.

9. The vehicle operated by Plaintiff in the wreck was insured by Bitco under a motor vehicle insurance policy (hereinafter "the Policy"), policy number CAP 37349843, naming Seckinger as the named insured and providing bodily injury liability coverage in the amount of \$1,000,000.00.

10. As a result of the injuries he sustained in the wreck, Plaintiff submitted an underinsured motorist claim to Bitco under the Policy.

11. In response, Bitco asserted the Policy did not contain underinsured motorist coverage and denied Plaintiff's claim.

12. In response to Bitco's denial of Plaintiff's UIM claim, Plaintiff requested a copy of the UIM offer and rejection.

13. Bitco then provided a copy of the purported UIM offer and rejection that Bitco claims is valid, a copy of which is attached hereto as Exhibit A.

14. Under South Carolina law, Bitco was required to make a meaningful offer of underinsured motorist coverage up to the limits of liability coverage provided under the Policy.

15. The relevant portion of the purported UIM rejection reads as follows:

DocuSign Envelope ID: 4F8D0F9C-EF7E-44F8-B1ED-6D3CD1AABA90

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

[Premium Information Omitted]

Do you wish to purchase additional uninsured motorist coverage?		Yes _____	No <u>x</u> _____
If your answer is "no", you must sign here:		<u>x</u> <u>James Seckinger</u>	
If your answer is "yes", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.			
_____ I select	_____ single limit		

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10/10/23

16. By its very terms, the purported offer of underinsured motorist coverage asks: "Do you wish to purchase additional **uninsured** motorist coverage?" See, Exhibit A (emphasis added).

17. Seckinger's representative, Jeanne Seckinger, placed an "x" next to "No" and electronically signed her name next to the instruction, "If your answer is "no", you must sign here."

18. Nowhere on the form did Defendant Bitco ask if Seckinger wished to purchase underinsured motorist coverage.

19. As such, a meaningful offer of underinsured motorist coverage was not made. In fact, no offer of underinsured motorist coverage was made.

20. Because Bitco failed to make a meaningful offer of underinsured motorist coverage, Bitco is required to reform the Policy to include underinsured motorist limits in the amount of the liability coverage limits of \$1,000,000.00.

21. An actual and justiciable controversy exists among the parties; therefore, a declaratory judgment is appropriate to assist the parties in understanding their rights and responsibilities under the Policy.

22. Plaintiff respectfully requests this Court to issue its declaration requiring Bitco to reform the Policy to include underinsured motorist coverage in the amount of the liability limits of \$1,000,000.00.

WHEREFORE, Plaintiff prays for a declaratory judgment against Defendants requiring Bitco to reform the Policy to provide underinsured motorist coverage in the amount of \$1,000,000.00 and for attorney's fees and costs associated with this matter, and for other and further relief as the Court deems just and proper.

[SIGNATURE ON NEXT PAGE]

GOODING AND GOODING, P.A.

By: s/ H. Woodrow Gooding
H. Woodrow Gooding - (2180)
Mark B. Tinsley – (15597)
P.O. Box 1000
Allendale, S.C. 29810
(803) 584-7676
woody@goodingandgooding.com
mark@goodingandgooding.com
Attorney for Plaintiff

Dated: January 29, 2025

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 22.	\$ 26.	\$ 29.	\$ 32.	\$ 36.	\$ 38.
250,000	29.	32.	34.	37.	39.	41.
500,000	32.	35.	37.	39.	41.	42.
1,000,000	35.	37.	39.	40.	43.	44.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 13.	\$ 16.	\$ 17.	\$ 19.	\$ 21.	\$ 22.
250,000	17.	19.	20.	22.	23.	24.
500,000	19.	21.	22.	23.	24.	25.
1,000,000	21.	22.	23.	23.	25.	26.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 20.	\$ 11.
250,000	26.	15.
500,000	30.	17.
1,000,000	33.	19.

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

If your answer is "no", you must sign here: X James Seckinger

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

_____ I select _____ single limit

AF-2114 (10/18)



PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 45.	\$ 66.	\$ 85.	\$109.	\$140.	\$158.
250,000	84.	107.	125.	145.	169.	183.
500,000	107.	128.	145.	161.	184.	200.
1,000,000	128.	148.	161.	176.	201.	217.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 30.	\$ 44.	\$ 56.	\$ 71.	\$ 92.	\$103.
250,000	55.	70.	82.	95.	110.	120.
500,000	70.	84.	95.	106.	121.	130.
1,000,000	84.	97.	106.	115.	131.	142.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 43.	\$ 28.
250,000	82.	53.
500,000	105.	68.
1,000,000	126.	82.

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

If your answer is "no", you must sign here: x

Jeanne Seckinger

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

_____ I select _____ single limit

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy# CAP 3 734 984

Applicant's Acknowledgement

By my signature, I acknowledge that I have read – or I have had read to me – the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under 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: Jeanne Seckinger

Your signature:

DocuSigned by:
☒ Jeanne Seckinger

Your address:

Today's date:

☒ 11/28/2023



STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
James Williams,)
Plaintiff,)
vs.)
Bitco General Insurance Corporation and)
Seckinger Forest Products, Inc.,)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
C/A #2025-CP-25-00032

**AMENDED SUMMONS
(DECLARATORY JUDGMENT)
(NON-JURY)**

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office at 265 Barnwell Highway, Allendale, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

GOODING AND GOODING, P.A.

By: s/ H. Woodrow Gooding
H. Woodrow Gooding - (2180)
Mark B. Tinsley – (15597)
P.O. Box 1000
Allendale, S.C. 29810
(803) 584-7676
woody@goodingandgooding.com
mark@goodingandgooding.com
Attorney for Plaintiff

Dated: February 5, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C/A #2025-CP-25-00032
COUNTY OF HAMPTON	)	
	)	
James Williams,	)	
	)	
Plaintiff,	)	
	)	AMENDED COMPLAINT
vs.	)	(DECLARATORY JUDGMENT)
	)	(NON-JURY)
Bitco General Insurance Corporation and	)	
Seckinger Forest Products, Inc.,	)	
	)	
Defendants.	)	
_____	)	

Plaintiff, by and through his undersigned counsel and pursuant to S.C. Code § 15-53-30 and Rule 57 of the South Carolina Rules of Civil Procedure, alleges the following:

1. Plaintiff is, and was at all relevant times, a citizen and resident of Barnwell County, South Carolina.

2. Defendant Bitco General Insurance Corporation (hereinafter “Bitco”) is an insurance company authorized to conduct business, and does in fact conduct business, in Hampton County, South Carolina. Further, Bitco insures property located and principally garaged in Hampton County, including but not limited to the vehicle that is, or was, insured by the Bitco insurance policy that is the subject of this action.

3. Defendant Seckinger Forest Products, Inc. (hereinafter “Seckinger”) is a limited liability corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Hampton County, South Carolina.

4. The most substantial part of the acts and omissions giving rise to the causes of action stated herein occurred in Hampton County, South Carolina.

5. This is a declaratory judgment action brought pursuant to the South Carolina Declaratory Judgment Act; as such, it does not seek monetary damages but a declaration from the Court as to the parties' respective rights and obligations under a motor vehicle insurance policy issued by Bitco to Seckinger.

6. On or about July 23, 2024, Plaintiff was operating a 2018 Kenworth T880 tractor-trailer rig owned by Seckinger when he was involved in a wreck (hereinafter "the wreck") caused by Tonya Leidy. As a result of the wreck, Tonya Leidy passed away and Plaintiff sustained personal injuries.

7. At the time of the wreck, Plaintiff was employed by Seckinger and was acting within the scope and course of said agency, service or employment.

8. The vehicle driven by Tonya Leidy in the wreck was insured by Progressive Premier Insurance Company of Illinois (hereinafter "Progressive"). Plaintiff asserted a claim for personal injuries against the Estate of Tonya Leidy, and Progressive tendered to Plaintiff its liability limits of \$25,000.00 in exchange for a covenant not to execute.

9. The vehicle operated by Plaintiff in the wreck was insured by Bitco under a motor vehicle insurance policy (hereinafter "the Policy"), policy number CAP 37349843, naming Seckinger as the named insured and providing bodily injury liability coverage in the amount of \$1,000,000.00.

10. As a result of the injuries he sustained in the wreck, Plaintiff submitted an underinsured motorist claim to Bitco under the Policy.

11. In response, Bitco provided a copy of the Policy and its declaration's page claiming that the Policy provided \$75,000.00 in underinsured motorist coverage.

12. Plaintiff requested a copy of the UIM offer and rejection.

13. Bitco then provided a copy of the purported UIM offer and rejection that Bitco claims is valid, a copy of which is attached hereto as Exhibit A.

14. Under South Carolina law, Bitco was required to make a meaningful offer of underinsured motorist coverage up to the limits of liability coverage provided under the Policy.

15. The relevant portion of the purported UIM rejection reads as follows:

DocuSign Envelope ID: 4F8D0F9C-EF7E-44F8-B1ED-6D3CD1AABA90

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy# CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

[Premium Information Omitted]

Do you wish to purchase additional uninsured motorist coverage?		Yes _____	No <u>x</u> _____
If your answer is "no", you must sign here:		<u>x</u>	<u>Jeanne Seckinger</u> 750777ET151A4FF
If your answer is "yes", specify the limits you desire. These limits cannot exceed your automobile insurance liability limits.			
_____ I select	_____	single limit	

AF-2114 (10/18)

Page 4 of 5
10/10/23



16. By its very terms, the purported offer of underinsured motorist coverage asks: "Do you wish to purchase additional **uninsured** motorist coverage?" See, Exhibit A (emphasis added).

17. Seckinger's representative, Jeanne Seckinger, placed an "x" next to "No" and electronically signed her name next to the instruction, "If your answer is "no", you must sign here."

18. Nowhere on the form did Defendant Bitco ask if Seckinger wished to purchase underinsured motorist coverage.

19. As such, a meaningful offer of underinsured motorist coverage was not made. In fact, no offer of underinsured motorist coverage was made.

20. Because Bitco failed to make a meaningful offer of underinsured motorist coverage, Bitco is required to reform the Policy to include underinsured motorist limits in the amount of the liability coverage limits of \$1,000,000.00.

21. An actual and justiciable controversy exists among the parties; therefore, a declaratory judgment is appropriate to assist the parties in understanding their rights and responsibilities under the Policy.

22. Plaintiff respectfully requests this Court to issue its declaration requiring Bitco to reform the Policy to include underinsured motorist coverage in the amount of the liability limits of \$1,000,000.00.

WHEREFORE, Plaintiff prays for a declaratory judgment against Defendants requiring Bitco to reform the Policy to provide underinsured motorist coverage in the amount of \$1,000,000.00 and for attorney's fees and costs associated with this matter, and for other and further relief as the Court deems just and proper.

[SIGNATURE ON NEXT PAGE]

GOODING AND GOODING, P.A.

By: s/ H. Woodrow Gooding
H. Woodrow Gooding - (2180)
Mark B. Tinsley – (15597)
P.O. Box 1000
Allendale, S.C. 29810
(803) 584-7676
woody@goodingandgooding.com
mark@goodingandgooding.com
Attorney for Plaintiff

Dated: February 5, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CA: 2025-CP-25-00032
	)	
James Williams,	)	
	)	
Plaintiff,	)	ANSWER OF BITCO GENERAL
	)	INSURANCE CORPORATION
vs.	)	(DECLARATORY JUDGMENT)
	)	(NON-JURY)
Bitco General Insurance Corporation and	)	
Seckinger Forest Products, Inc.	)	
	)	
Defendants.	)	
	)	
	)	

COMES NOW Defendant BITCO General Insurance Corporation (“BITCO”), by and through counsel, responding to the Amended Complaint as filed February 5, 2025, subsequent to the Complaint filed January 29, 2025, by Plaintiff James Williams (“Williams”) and herein responds as follows:

FOR A FIRST DEFENSE

1. BITCO admits the allegations of paragraph one of the Amended Complaint.
2. BITCO admits that it is an insurance company authorized and doing business in the state of South Carolina, but fails to have information sufficient to admit or deny the remaining allegations of paragraph two of the Amended Complaint as to the principal garage of the referenced vehicle and therefore denies same and demands strict proof thereof.
3. BITCO admits the allegations of paragraph three of the Amended Complaint.
4. BITCO admits that the insurance policy in issue in this case was issued to Defendant Seckinger Forest Products, Inc. which is located in Hampton County, South Carolina. The motor vehicle collision giving rise to this claim, however, did not occur in Hampton County, South Carolina, but rather in the State of Georgia.

5. BITCO admits the allegations of paragraph five of the Amended Complaint.

6. BITCO fails to have information sufficient to form a belief as to the truth of the allegations as to the details of the collision referenced in paragraph six of the Amended Complaint and therefore denies same and demands strict proof thereof.

7. BITCO admits upon information and belief the allegations of paragraph seven of the Amended Complaint.

8. BITCO admits upon information and belief the allegations of paragraph eight of the Amended Complaint.

9. BITCO admits that the policy referenced in paragraph nine of the Amended Complaint was issued with liability coverage limits in the amount of one million dollars.

10. In response to paragraph ten of the Amended Complaint BITCO admits that the Plaintiff, by and through counsel, has made BITCO aware of a claim on behalf of the Plaintiff for underinsured motorist benefits.

11. In response to paragraph eleven of the Amended Complaint, BITCO admits that it has provided insurance information showing that the Policy provided \$75,000.00 in underinsured motorist coverage.

12. In response to paragraph twelve of the Amended Complaint, BITCO admits that counsel for the Plaintiff has engaged in communications with BITCO or its representatives regarding the UIM offer and rejection for this Policy.

13. In response to paragraph thirteen of the Amended Complaint, BITCO admits that it provided a copy of the UIM offer and rejection for this Policy.

14. In response to paragraph fourteen of the Amended Complaint BITCO admits that under South Carolina law it is required to make a meaningful offer of underinsured motorist coverage up to the limits of liability coverage, and BITCO alleges that it did so in this case.

15. In response to paragraph fifteen of the Amended Complaint BITCO craves reference to the document which speaks for itself.

16. In response to paragraph sixteen of the Amended Complaint, BITCO admits that the signature line references “additional uninsured motorist coverage,” but references the title of the form “Offer of Optional Underinsured Motorist Coverage” and alleges that the reference in the signature line is a scrivener’s error which does not affect the meaningfulness of the offer of optional underinsured motorist coverage.

17. BITCO admits the allegations of paragraph seventeen of the Amended Complaint.

18. BITCO denies the allegations of paragraph eighteen of the Amended Complaint. BITCO alleges that the form signed by Jeanne Seckinger was entitled “Offer of Optional Underinsured Motorist Coverage” and that the entry in the signature line is a scrivener’s error which does not affect the meaningfulness of the offer of optional underinsured motorist coverage.

19. BITCO denies the allegations of paragraph nineteen of the Amended Complaint. BITCO alleges that the form signed by Jeanne Seckinger was entitled “Offer of Optional Underinsured Motorist Coverage” and that the entry in the signature line is a scrivener’s error which does not affect the meaningfulness of the offer of optional underinsured motorist coverage, and that this form constituted a meaningful offer, the terms of which were understood as such by the insured in rejecting optional underinsured motorist coverage.

20. BITCO denies the allegations of paragraph twenty of the Amended Complaint.

21. BITCO admits the allegations of paragraph twenty-one of the Amended Complaint.

22. BITCO denies the allegations of paragraph twenty-two of the Amended Complaint, and in response asks this Court to inquire into the facts and circumstances of this

matter and issue a declaration that the Policy should not be reformed, but instead provides underinsured limits of seventy-five thousand dollars.

23. BITCO denies each and every allegation of the Amended Complaint not hereinbefore admitted, modified, or explained.

FOR A SECOND DEFENSE

24. BITO incorporates by reference the relevant and consistent portions of the above paragraphs.

25. Beginning in approximately October 1, 2016, BITCO began providing to Seckinger certain insurance coverage through Business Automobile Policies written pursuant to the laws of the State of South Carolina and the regulations of the South Carolina Department of Insurance.

26. For four policy years, covering the period October 1, 2016 to October 1, 2020, Seckinger elected to received underinsured motorist coverage with one million dollars, the same as the liability limits under the policy. Copies of the declarations pages for these policies, CAP3643698, CAP3659410, CAP3673234, and CAP 3686236, with premiums redacted, are attached at Exhibit A.

27. Beginning with the policy period October 1, 2020, to October 1, 2021, and for each year thereafter, Seckinger elected to reduce its underinsured motorist coverage to limits of \$75,000.00 rather than one million dollars previously provided. Copies of the declarations pages for each of these policies, CAP3698449, CAP3710148, CAP3721871, CAP3734984, and CAP3749121, with premiums redacted, are attached as Exhibit B.

28. Under the terms of Policy CAP 3734984, effective October 1, 2023 to October 1, 2024, which was the policy in effect on the date that the Williams motor vehicle collision

occurred, Seckinger requested and BITCO agreed to provide, underinsured motorist limits of \$75,000.00. A copy of this policy is attached as Exhibit C.

29. As part of the contract under which Policy CAP 3734984 was provided, BITCO used a form AF-2114 (10/18) adapted to contain the terms approved by the South Carolina Department of Insurance for use in offering mandatory and optional automobile insurance coverages. Pages 1 and 2 of Form AF-2114 are entitled at the top of page 1 “State of South Carolina Department of Insurance SDCOI Form Number 2006 [Revised January 1, 2007] – Offer of Additional Uninsured Motorist Coverage And Optional Underinsured Motorist Coverage.” This form, as written and prescribed by the South Carolina Department of Insurance, explains in detail the nature and effect of the purchase of mandatory liability insurance and optional uninsured and underinsured coverages. The explanatory text of this two page form is in all significant respects exactly as prescribed by the State of South Carolina Department of Insurance, and includes the following:

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 \$75,000 of combined single limits. 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 \$75,000. There is a \$200 deductible for uninsured property damages claims.

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

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

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

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

30. A copy of this form that includes the electronic signatures submitted by Seckinger is attached to this complaint as Exhibit D.

31. Page 3 of Form AF-2114 for the Policy CAP 3734984 (Exhibit D, page 3 of 5) is entitled "Offer of Additional Uninsured Motorist Coverage," and describes the additional premium which would be charged for various numbers of vehicles and policy limit options. This page contains a signature block, consistent with the page header, asking "Do you wish to purchase additional uninsured motorist coverage?" A responsive "X" was placed in the answer for "No," and the form was electronically signed on behalf of Seckinger by Jeanne Seckinger. Consistent with the answer of "No," the following line as to the amount of additional uninsured motorist coverage requested was left blank. As a result, Seckinger purchased no Additional Uninsured Motorist Coverage, and Policy CAP 3734984 provided no UM coverage beyond the \$75,000.00 UM combined single limits stated on the Declarations Page.

32. Page 4 of Form AF-2114 (Exhibit D, page 4 of 5) is entitled “Offer of Optional Underinsured Motorist Coverage,” and describes the additional premium which would be charged for various numbers of vehicles and policy limit options. This page contains a signature block, but in a typographical error that is inconsistent with the page header, repeats the same question asked on page 3, that is, “Do you wish to purchase additional uninsured motorist coverage?” An “X” was placed in the answer for “No,” and the form was electronically signed on behalf of Seckinger by Jeanne Seckinger. Consistent with the answer of “No,” the following line as to the amount of optional underinsured motorist coverage requested was left blank. As a result, and despite the typographical error that was obvious in that it differed from the heading of the form, Seckinger purchased no Optional Underinsured Motorist Coverage, and Policy CAP 3734984 provided no such coverage beyond the \$75,000.00 combined single limits stated on the Declarations Page.

33. Page 5 of Form AF-2114 (Exhibit D, page 5 of 5) is entitled “Applicant’s Acknowledgement,” and provides that the applicant acknowledges reading (or having read to them) the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. The acknowledgement further provides that the applicant understands the coverages as they have been explained, and that the type and amount of coverage marked on the preceding pages have been selected by the applicant and is what the applicant wishes to purchase. This page contains a signature block, dated 11/28/23, which was also signed by Jeanne Seckinger.

34. BITCO is informed and believes that the above-referenced form, even with the typo on the signature line, constituted a meaningful offer of additional underinsured insurance, in that Seckinger had knowingly reduced its underinsured coverage pursuant to paragraph 27 above beginning with the policy period of October 1, 2020, to October 1, 2021, and for each year

thereafter, and that Seckinger chose to renew its policy with the same \$75,000.00 in UIM coverage for the policy period beginning October 1, 2024, after occurrence of the motor vehicle accident from which this current action arises.

FOR A THIRD DEFENSE

35. BITO incorporates by reference the relevant and consistent portions of the above paragraphs.

36. The Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted against it and, therefore, should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A FOURTH DEFENSE

37. BITO incorporates by reference the relevant and consistent portions of the above paragraphs.

38. BITCO incorporates the provisions, terms, and conditions of the insurance policies issued by BITCO. To the extent the Plaintiff has failed to comply with the provisions, terms or conditions of the policies or to the extent to which the claims are excluded under the policies, the Plaintiff's claims are barred and should be dismissed.

FOR A FIFTH DEFENSE

39. BITO incorporates by reference the relevant and consistent portions of the above paragraphs.

40. The BITCO policies contain certain conditions precedent to coverage. To the extent the Plaintiff has failed to comply with any conditions precedent under the policies, the Plaintiff's claims are barred and should be dismissed.

41. A genuine, actual, and justiciable controversy between the parties to this action has arisen and presently exists concerning the type and amount of coverage afforded by BITCO applicable to this matter, and BITCO is entitled to a declaratory judgment as to its obligations and liabilities under the Policy.

42. BITCO requests this Court to declare the relative rights, duties, and obligations of the parties to this action under the BITCO Policy with regard to type and amount of coverage. Specifically, BITCO requests this Court to declare pursuant to applicable South Carolina law and rules of Civil Procedure that BITCO has no obligation to provide additional uninsured benefits or optional underinsured benefits to Williams under the Policy.

WHEREFORE, BITCO General Insurance Corporation respectfully prays the Court grant the following relief:

1. That the Court declare that BITCO is not obligated in any way to provide Optional Underinsured benefits to Williams beyond the available UIM limits of \$75,000.00 as stated on the Declarations Page of the Policy;
2. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

HUNTER & FOSTER, PA

A handwritten signature in blue ink, appearing to read "Lawrence M. Hunter, Jr.", with a stylized flourish at the end.

By: s/ Lawrence M. Hunter, Jr., Esq

Lawrence M. Hunter, Jr. Esq.

SC Bar No.: 11808

PO Box 10309

Greenville, SC 29603

864-242-2111

Lawrence@HunterFoster.com

*Attorneys for Plaintiff BITCO General
Insurance Corporation*

EXHIBIT A Page 1

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 643 698 B NEW

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company

Other: _____

Policy Period: The policy period is from 10-01-16 to 10-01-17 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ XXXXXXXXXX

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT A Page 2

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 643 698

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
Liability	2,8,9	\$1,000,000		\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible		
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement		
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident		
Auto Medical Payments				
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement		
Uninsured Motorists (UM)	2	\$ 1,000,000		\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 1,000,000		\$ [REDACTED]
PHYSICAL DAMAGE*				
Comprehensive Coverage	7	Actual Cash Value Or Cost Of Repair Whichever Is Less Minus	SEE SCHEDULE Ded. For Each Cov. Auto But No Ded. Applies To Loss Caused By Fire Or Lightning.	\$ [REDACTED]
Specified Causes Of Loss Coverage			Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism.	
Collision Coverage	7		SEE SCHEDULE Deductible For Each Covered Auto.	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto		
*See ITEM FOUR for hired or borrowed "autos".		Premium for Endorsements		
		State Charges		
		Estimated Deposit Premium		\$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	IF ANY	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

EXHIBIT A Page 3

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 659 410 B RENEWAL OF CAP 3 643 698

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company

Other: _____

Policy Period: The policy period is from 10-01-17 to 10-01-18 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ [REDACTED]

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT A Page 4

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 659 410

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
Liability	2,8,9	\$1,000,000		\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible		
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement		
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident		
Auto Medical Payments				
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement		
Uninsured Motorists (UM)	2	\$ 1,000,000		\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 1,000,000		\$ [REDACTED]
PHYSICAL DAMAGE*				
Comprehensive Coverage	7	Actual Cash Value Or Cost Of Repair Whichever Is Less Minus	SEE SCHEDULE Ded. For Each Cov. Auto But No Ded. Applies To Loss Caused By Fire Or Lightning.	\$ [REDACTED]
Specified Causes Of Loss Coverage			Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism.	
Collision Coverage	7		SEE SCHEDULE Deductible For Each Covered Auto.	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto		
*See ITEM FOUR for hired or borrowed "autos".		Premium for Endorsements		
		State Charges		
		Estimated Deposit Premium		\$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	IF ANY	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 673 234 B RENEWAL OF CAP 3 659 410

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company

Other: _____

Policy Period: The policy period is from 10-01-18 to 10-01-19 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ XXXXXXXXXX

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT A Page 6

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 673 234

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
Liability	2,8,9	\$1,000,000		\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible		
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement		
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident		
Auto Medical Payments				
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement		
Uninsured Motorists (UM)	2	\$ 1,000,000		\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 1,000,000		\$ [REDACTED]
PHYSICAL DAMAGE*				
Comprehensive Coverage	7	Actual Cash Value Or Cost Of Repair Whichever Is Less Minus	SEE SCHEDULE Ded. For Each Cov. Auto But No Ded. Applies To Loss Caused By Fire Or Lightning.	\$ [REDACTED]
Specified Causes Of Loss Coverage			Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism.	
Collision Coverage	7		SEE SCHEDULE Deductible For Each Covered Auto.	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto		
*See ITEM FOUR for hired or borrowed "autos".			Premium for Endorsements	
			State Charges	
			Estimated Deposit Premium	\$ 106,281.00

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	IF ANY	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

EXHIBIT A Page 7

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 686 236 B RENEWAL OF CAP 3 673 234

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company

Other: _____

Policy Period: The policy period is from 10-01-19 to 10-01-20 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ XXXXXXXXXX

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT A Page 8

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 686 236

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
Liability	2,8,9	\$1,000,000		\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible		
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement		
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident		
Auto Medical Payments				
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement		
Uninsured Motorists (UM)	2	\$ 1,000,000		\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 1,000,000		\$ [REDACTED]
PHYSICAL DAMAGE*				
Comprehensive Coverage	7	Actual Cash Value Or Cost Of Repair Whichever Is Less Minus	SEE SCHEDULE Ded. For Each Cov. Auto But No Ded. Applies To Loss Caused By Fire Or Lightning.	\$ [REDACTED]
Specified Causes Of Loss Coverage			Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism.	
Collision Coverage	7		SEE SCHEDULE Deductible For Each Covered Auto.	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto		
*See ITEM FOUR for hired or borrowed "autos".			Premium for Endorsements	\$ [REDACTED]
			State Charges	
			Estimated Deposit Premium	\$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	IF ANY	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 698 449 B RENEWAL OF CAP 3 686 236

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company

Other: _____

Policy Period: The policy period is from 10-01-20 to 10-01-21 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ XXXXXXXXXX

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT A Page 10

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 698 449

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
Liability	2,8,9	\$1,000,000		\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible		
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement		
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident		
Auto Medical Payments				
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement		
Uninsured Motorists (UM)	2	\$ 1,000,000		\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 1,000,000		\$ [REDACTED]
PHYSICAL DAMAGE*				
Comprehensive Coverage	7	Actual Cash Value Or Cost Of Repair Whichever Is Less Minus	SEE SCHEDULE Ded. For Each Cov. Auto But No Ded. Applies To Loss Caused By Fire Or Lightning.	\$ [REDACTED]
Specified Causes Of Loss Coverage			Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism.	
Collision Coverage	7		SEE SCHEDULE Deductible For Each Covered Auto.	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto		
*See ITEM FOUR for hired or borrowed "autos".		Premium for Endorsements		\$ [REDACTED]
		State Charges		
		Estimated Deposit Premium		\$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 100,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

EXHIBIT B Page 1

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 710 148 B RENEWAL OF CAP 3 698 449

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company

Other: _____

Policy Period: The policy period is from 10-01-21 to 10-01-22 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ XXXXXXXXXX

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT B Page 2

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 710 148

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
Liability	2,8,9	\$1,000,000		\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible		
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement		
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident		
Auto Medical Payments				
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement		
Uninsured Motorists (UM)	2	\$ 75,000		\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000		\$ [REDACTED]
PHYSICAL DAMAGE*				
Comprehensive Coverage	7	Actual Cash Value Or Cost Of Repair Whichever Is Less Minus	SEE SCHEDULE Ded. For Each Cov. Auto But No Ded. Applies To Loss Caused By Fire Or Lightning.	\$ [REDACTED]
Specified Causes Of Loss Coverage			Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism.	
Collision Coverage	7		SEE SCHEDULE Deductible For Each Covered Auto.	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto		
*See ITEM FOUR for hired or borrowed "autos".		Premium for Endorsements		\$ [REDACTED]
		State Charges		
		Estimated Deposit Premium		\$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 250,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

EXHIBIT B Page 3

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 721 871 B RENEWAL OF CAP 3 710 148

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company (LLC)

Other: _____

Policy Period: The policy period is from 10-01-22 to 10-01-23 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ XXXXXXXXXX

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT B Page 4

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 721 871

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	2,8,9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	
* See ITEM FOUR for hired or borrowed "autos".			Premium for Endorsements \$ [REDACTED]
^ A maximum deductible may also apply. Refer to Coverage Form for details.			State Charges
			Estimated Deposit Premium \$ 1 [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 400,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 734 984 B RENEWAL OF CAP 3 721 871

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company (LLC)

Other: _____

Policy Period: The policy period is from 10-01-23 to 10-01-24 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ [REDACTED]

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT B Page 6

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 734 984

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	7,8,9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ 3 [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	
* See ITEM FOUR for hired or borrowed "autos".			Premium for Endorsements \$ [REDACTED]
^ A maximum deductible may also apply. Refer to Coverage Form for details.			State Charges
			Estimated Deposit Premium \$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 400,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

EXHIBIT B Page 7

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 749 121 B RENEWAL OF CAP 3 734 984

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company (LLC)

Other: _____

Policy Period: The policy period is from 10-01-24 to 10-01-25 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ XXXXXXXXXX

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT B Page 8

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 749 121

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	7,8,9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	
* See ITEM FOUR for hired or borrowed "autos".			Premium for Endorsements \$ [REDACTED]
^ A maximum deductible may also apply. Refer to Coverage Form for details.			State Charges
			Estimated Deposit Premium \$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 400,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

EXHIBIT C Page 1

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

STATE OF SOUTH CAROLINA DEPARTMENT OF INSURANCE
SCDOI FORM NUMBER 2006
[REVISED JANUARY 1, 2007]

OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE
AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

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

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least \$75,000 of combined single limits. 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 \$75,000. There is a \$200 deductible for uninsured property damages claims.

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

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

Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible



EXHIBIT C Page 2

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

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 your insurance company or insurance agent within 30 days, your insurance company is required by law to add additional uninsured motorist coverage and optional underinsured motorist coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

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

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

Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street, Suite 1000
Post Office Box 100105, Columbia, South Carolina 29202-3105
(803) 737-6160
(800) 768-3467 E-mail Address: CnsmMail@doi.sc.gov

ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032



EXHIBIT C Page 3

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 22.	\$ 26.	\$ 29.	\$ 32.	\$ 36.	\$ 38.
250,000	29.	32.	34.	37.	39.	41.
500,000	32.	35.	37.	39.	41.	42.
1,000,000	35.	37.	39.	40.	43.	44.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 13.	\$ 16.	\$ 17.	\$ 19.	\$ 21.	\$ 22.
250,000	17.	19.	20.	22.	23.	24.
500,000	19.	21.	22.	23.	24.	25.
1,000,000	21.	22.	23.	23.	25.	26.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 20.	\$ 11.
250,000	26.	15.
500,000	30.	17.
1,000,000	33.	19.

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

If your answer is "no", you must sign here: X

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

_____ I select _____ single limit



EXHIBIT C Page 4

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 45.	\$ 66.	\$ 85.	\$109.	\$140.	\$158.
250,000	84.	107.	125.	145.	169.	183.
500,000	107.	128.	145.	161.	184.	200.
1,000,000	128.	148.	161.	176.	201.	217.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 30.	\$ 44.	\$ 56.	\$ 71.	\$ 92.	\$103.
250,000	55.	70.	82.	95.	110.	120.
500,000	70.	84.	95.	106.	121.	130.
1,000,000	84.	97.	106.	115.	131.	142.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 43.	\$ 28.
250,000	82.	53.
500,000	105.	68.
1,000,000	126.	82.

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

If your answer is "no", you must sign here: X

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

_____ I select _____ single limit



EXHIBIT C Page 5

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Applicant's Acknowledgement

By my signature, I acknowledge that I have read – or I have had read to me – the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under 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: _____

Your signature: **X** _____

Your address: _____

Today's date: **X** _____



PLEASE SIGN IN THE INDICATED SPACES BELOW.
PLEASE DETACH AND RETURN.

Named Insured:

SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Effective Date: 10-01-23

THIS ENDORSEMENT CHANGES THE TERMS OF YOUR POLICY.
PLEASE READ IT CAREFULLY AND KEEP IT WITH YOUR POLICY.

NAMED DRIVER LIABILITY COVERAGE LIMITATION AND PHYSICAL DAMAGE EXCLUSION ENDORSEMENT

This endorsement becomes effective at the inception date of the policy, unless a different effective date is listed above.

In consideration of the premium charged for this policy, it is agreed that the coverage provided under the policy is amended whenever a covered "auto" described in this policy is driven or operated by a Named Driver listed below. In such cases,

Liability Coverage: Coverage under the "Section II - Liability Coverage, C. Limit Of Insurance" portion of the policy is amended as follows:

Regardless of the number of covered "autos", insureds, premiums paid, claims made or vehicles involved in the "accident" the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the minimum liability limits specified by a compulsory or financial responsibility law at the time of "accident" of the government jurisdiction where the "accident" occurs.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorist Coverage Endorsement attached to this Coverage Part.

Physical Damage Exclusion: Coverage under the "Section III - Physical Damage Coverage, A - Coverage" portion of the policy will not be provided to a covered "auto" while it is driven or operated by a Named Driver listed below.

Uninsured Motorist and/or Underinsured Motorist Liability Coverage: If Uninsured Motorist (UM) and/or Underinsured Motorist (UIM) coverage is provided by this policy you further agree that this endorsement will also serve as selection of UM/UIM limits not to exceed the minimum liability limits provided by this endorsement while the Named Driver listed below is driving or operating a covered automobile.

This agreement shall be binding and shall apply to all future renewals, reinstatements and changes to this policy unless mutually agreed to by "our" company and the Named Insured.

J TUCKER COOK
(Named Driver)

X
(Signature - Named Driver)

SECKINGER FOREST PRODUCTS, INC.
(First Named Insured)

X
(Signature - Named Insured)

AA-3015 (01/22)

10/10/23



BITCO INSURANCE COMPANIES FLEET RISK MANAGEMENT INFORMATION

A serious motor vehicle accident can result in significant personal injuries as well as increased insurance rates. These costs can often be avoided through accident prevention. However, accident prevention starts with a commitment by business owners and managers to establish and enforce a successful fleet safety program. BITCO Insurance Companies can assist you in developing or enhancing your program by providing material on the following subjects:

- Good Practices
 - Driver Vehicle Inspections
 - Hiring
 - Motor Vehicle Accident Prevention Program – Driver Distraction
 - Establishing Management Expectations and Enforcement
- Defensive Driving Talks
- Negligent Entrustment/Protecting Your Assets

TO REQUEST BITCO RISK CONTROL INFORMATION OR SERVICES AT NO COST, CONTACT YOUR AGENT OR BITCO RISK CONTROL DEPARTMENT AT THE BRANCH OFFICE ADDRESS NOTED ON YOUR POLICY (DALLAS 800-683-9591; SAN ANTONIO 888-857-8031) OR CALL OUR HOME OFFICE RISK CONTROL DEPARTMENT AT 1-800-475-4477 AND ASK FOR EXTENSION 20206, 20383, or 20223.



BITCO General Insurance Corporation

CAPITAL STOCK INSURANCE COMPANIES - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

Toll Free Number 1-800-475-4477

CAP 3 734 984

GU-4843 (04/16)

CHARLOTTE
BR

ROA 079

NOTICE

BITCO BRANCH & CLAIM OFFICES

1701 Centerview Drive, Ste. 203
Little Rock, AR 72211
Tel: (501) 224-3080
(800) 876-8147 (toll free)
Fax: (844) 712-8156

P.O. Box 474630
Charlotte, NC 28247
Tel: (704) 341-3725
(800) 642-2507 (toll free)
Fax: (833) 200-2221

P.O. Box 291689
Nashville, TN 37229-1689
Tel: (615) 871-9042
(800) 342-5786 (toll free)
Fax: (615) 871-0783

3700 Crestwood Parkway, Ste. 650
Duluth, GA 30096-5599
Tel: (770) 923-7551
(800) 822-2905 (toll free)
Fax: (844) 377-4676

10733 Sunset Office Drive, Ste. 430
St. Louis, MO 63127-1033
Tel: (314) 822-4446
(800) 723-8632 (toll free)
Fax: (314) 822-9850

9901 IH 10 West, Ste. 1050
San Antonio, TX 78230
Tel: (210) 340-8199
(888) 857-8031 (toll free)
Fax: (844) 250-1519

P.O. Box 65605
West Des Moines, IA 50265-0605
Tel: (515) 223-1122
(800) 383-1122 (toll free)
Fax: (844) 462-2024

P.O. Box 168208
Irving, TX 75016-8208
Tel: (972) 506-9591
(800) 683-9591 (toll free)
Fax: (972) 556-1539

225 S. Lake Ave., Ste. 1050
Pasadena, CA 91101
Tel: (866) 684-6601 (toll free)
Fax: (626) 683-5197

300 N. Meridian, Ste. 920
Indianapolis, IN 46204
Tel: (317) 243-6721
(800) 382-9991 (toll free)
Fax: (844) 371-2497

P.O. Box 280729
Lakewood, CO 80228-0729
Tel: (303) 985-9494
(877) 746-1748 (toll free)
Fax: (303) 985-0808

HOME OFFICE
3700 Market Square Circle
Davenport, IA 52807

TELEPHONE NUMBER: (563) 232-0499
TOLL FREE NUMBER: 1-800-475-4477

NOTICE PRIVACY STATEMENT

BITCO Insurance Companies is strongly committed to protecting the confidentiality of our customers' non-public personal information. We collect information about our customers on a routine basis. The collection of this information is necessary to effect, administer, or enforce a transaction that you, our customer, have authorized. Even after our business relationship ends, your personal information remains confidential. This notice describes our privacy policy and explains how we treat the information we receive about you.

Information about you is collected through your application for insurance or submission of a claim. This information may include but is not limited to:

Identification Information - such as name, address, Social Security Number, employer identification number, date of birth, age and gender.

Personal Financial Information - such as credit history, bank account information, employment history, wage history and bankruptcy information.

Medical Information - such as a physician's diagnosis and injury information.

Other Information - such as motor vehicle reports, courthouse records, police/fire reports and reports from government agencies (i.e., Department of Transportation/Environmental Protection Agency).

How We Use Your Information:

We use the information about you to conduct normal business activities as requested by you, our customer. Normal business includes servicing or processing an insurance product or service requested by you. Underwriting of your insurance coverage and processing claims on your coverage are normal business activities in which we engage.

How We Disclose Your Information:

We may disclose information necessary to conduct normal business activity or activities required by law or regulation. Information may be disclosed to others to enable them to provide a business service to us. Examples of this situation would be outside medical payment review, independent adjusters servicing claims, and data gathering organizations needing information for establishing rates. Information may also be sent to regulatory agencies, state insurance departments, or law enforcement agencies for the prevention of fraud. We may make other disclosures of information as permitted or required by law within the scope of normal business activities.

We do not make disclosures of information for the purpose of cross-selling or marketing nonaffiliated third parties' products or services. For example, we do not and will not sell your name to a mail order catalog company or other marketing ventures.

How We Protect and Secure Information:

Access to your non-public personal information is restricted to those who need to know your information to provide products or services to you. Our employees are required to protect and maintain the confidentiality of your information. Employees must follow and comply with established policies and procedures regarding customer privacy. We maintain physical, electronic and procedural safeguards to secure your nonpublic personal information.

Former Customers:

The above privacy statement remains in force when a customer relationship no longer exists with you. BITCO Insurance Companies will always keep your nonpublic personal information confidential.

Questions:

If you have any questions regarding this privacy statement, please contact our privacy coordinator at 1-800-475-4477.

ADVISORY NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.

PLEASE READ THIS NOTICE CAREFULLY.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

STATED AMOUNT PHYSICAL DAMAGE COVERAGE

One or more of the automobiles on this policy is covered on a stated amount basis. Covered claims for these automobiles will be adjusted on the following basis:

The amount stated in the schedule of the stated amount endorsement is not necessarily the amount you will receive at the time of loss or damage for the described property. The most we will pay for loss in any one accident is the limit of insurance. We will pay the least of:

1. The actual cash value of the damaged or stolen property as of the time of the loss;
2. The cost of repairing or replacing the damaged or stolen property; or
3. The amount shown in the schedule of the endorsement.

**POLICY FORMS
AND
ENDORSEMENTS**

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 734 984 B RENEWAL OF CAP 3 721 871

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company (LLC)

Other: _____

Policy Period: The policy period is from 10-01-23 to 10-01-24 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ XXXXXXXXXX

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:

Countersignature of Authorized Representative

Name:

Title:

Signature: _____

Date:

Insured's Copy

EXHIBIT C Page 15

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 734 984

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	7,8,9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	
* See ITEM FOUR for hired or borrowed "autos".			Premium for Endorsements \$ [REDACTED]
^ A maximum deductible may also apply. Refer to Coverage Form for details.			State Charges
			Estimated Deposit Premium \$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ [REDACTED]	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

EXHIBIT C Page 16

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 3

POLICY NUMBER: CAP 3 734 984

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS - CONTINUED.

Physical Damage Coverages - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	State	Deductible	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver	Premium
Comprehensive^		Deductible for each covered auto for loss caused by theft or mischief or vandalism.		
Specified Causes Of Loss^		Deductible for each covered auto for loss caused by theft or mischief or vandalism.		
Collision		Deductible for each covered auto.		
Total Hired Auto Premium				NOT APPLICABLE
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				
^ A maximum deductible may also apply. Refer to Coverage Form for details.				

SEE AP-0004 (10/13) FOR HIRED OR BORROWED MOBILE EQUIPMENT OR FARM EQUIPMENT - if applicable

Liability Coverage - Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)		
Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage		
Excess Coverage		
Total Hired Auto Premium		NOT APPLICABLE
For "autos" used in your motor carrier operations, cost of hire means:		
- The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein, - The total remunerations of all operators and drivers' helpers, of hired automobiles where hired with a driver by lessor or an "employee" of the lessee, or any other third party, and - The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.		

EXHIBIT C Page 17

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 4

POLICY NUMBER: CAP 3 734 984

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other Than Auto Service Operations, Partnerships or LLCs	Number Of Employees	37	\$ [REDACTED]
	Number Of Volunteers		
Auto Service Operations	Number Of Employees Whose Principal Duty Involves The Operation of Autos		
	Number Of Volunteers		
	Number Of Partners (Active and Inactive) or LLC Members		
Partnerships or LLCs	Number Of Employees		
	Number Of Volunteers		
	Number Of Partners (Active and Inactive) or LLC Members		
Total Non-ownership Covered Autos Liability Premium			\$ [REDACTED]

ITEM SIX - SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS

Location:	
Type of Risk (Check One):	☐ Public Autos ☐ Leasing Or Rental Concerns
Rating Basis (Check One):	☐ Gross Receipts (Per \$100) ☐ Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
	Premiums
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense and Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes of Loss	\$
Collision	\$
Towing And Labor	\$

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

- A. Amounts paid to air, sea or land carriers operating under their own permits.
- B. Advertising revenue.
- C. Taxes collected as a separate item and paid directly to the government.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

EXHIBIT C Page 18

BUSINESS AUTO COVERAGE FORM DECLARATIONS SUPPLEMENT HIRED OR BORROWED MOBILE EQUIPMENT OR FARM EQUIPMENT

POLICY NUMBER: CAP 3 734 984

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS - CONTINUED.

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Other Than Physical Damage Coverages					
Coverage	State	Estimated Annual Cost of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Liability - Primary Coverage					
Liability - Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
Total Hired Auto Premiums				NOT APPLICABLE	NOT APPLICABLE
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Physical Damage Coverages						
Coverage	State	Deductible	Estimated Annual Cost of Hire For Each State		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive^		Deductible for each covered auto for loss caused by theft or mischief or vandalism				
Specified Causes Of Loss^		Deductible for each covered auto for loss caused by theft or mischief or vandalism				
Collision		Deductible for each covered auto.				
Total Hired Auto Premiums					NOT APPLICABLE	NOT APPLICABLE
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						
^ A maximum deductible may also apply. Refer to Coverage Form for details.						

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ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

AUTO SCHEDULE											
Insured Name: SECKINGER FOREST PRODUCTS, INC.							Effective Date: 10-01-23		Policy Number: CAP 3 734 984		
Auto		Make and Description				Identification or Serial Number		Garaged		St	
No.	Year										
001	95	FERREE LOWBOY TRAILER				4F7TL0235SA958764		LURAY		SC	
002	97	EVANS LOWBOY TRAILER				1J9E145B6V1003849		LURAY		SC	
003	88	BIG JOHN TRAILER				1B9MB4520JFBJ0228		LURAY		SC	
004	06	KENWORTH W900L				1XKWDB9X26J146918		LURAY		SC	
005	07	KENWORTH W900L				1XKWDB9X67J203414		LURAY		SC	
006	10	INNOVATIVE CHIP VAN TRAILER				1Z92E4228AT199245		LURAY		SC	
007	10	INNOVATIVE CHIP VAN TRAILER				1Z92E4229AT199240		LURAY		SC	
008	05	INTL 4300				1HTMMAAM75H121777		HAMPTON		SC	
Auto No.	Class Code	Cost New	Weight/ Seating	Radius	Usage	Liability Limit*	Premium	PIP Premium	Add PIP Premium		
001	675990		2,001	INTER	COMMERC	\$ 1,000					
002	675990		2,001	INTER	COMMERC	\$ 1,000					
003	675910		2,001	INTER	COMMERC	\$ 1,000					
004	505910	\$125,095	85,000	INTER	COMMERC	\$ 1,000					
005	505910	\$125,095	85,000	INTER	COMMERC	\$ 1,000					
006	675910	\$ 30,526	2,001	INTER	COMMERC	\$ 1,000					
007	675910	\$ 30,526	2,001	INTER	COMMERC	\$ 1,000					
008	314990		23,500	LOCAL	SERVICE	\$ 1,000					
Auto No.	Medical Limit	Prem	Other Prem	Michigan Only PPI Ded PPI Prem		PD Buyback	U/M Limit*	Prem	Und/M Prem	Um/PD Prem	Oth U/M Prem
001							\$ 75				
002							\$ 75				
003							\$ 75				
004							\$ 75		48		
005							\$ 75		48		
006							\$ 75				
007							\$ 75				
008							\$ 75		48		
Auto No.	Other Than Collision^						Collision				
	Type	Ded 1	OR	Ded 2	St Amt	Limit	Premium	Ded	St Amt	Limit	Premium
001											
002											
003											
004	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
005	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
006	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
007	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
008											
Auto No.	Towing & Labor				Other Premium				Annual Premium		
	Limit	Premium			Premium				Premium		
001									\$		
002									\$		
003									\$		
004									\$		
005									\$		
006									\$		
007									\$		
008									\$		

AA-2709 (10/21)

*indicates limits are in thousands.

^ A maximum deductible may also apply. Refer to Coverage Form for details.

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EXHIBIT C Page 20

ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

AUTO SCHEDULE											
Insured Name: SECKINGER FOREST PRODUCTS, INC.							Effective Date: 10-01-23		Policy Number: CAP 3 734 984		
Auto		Make and Description				Identification or Serial Number		Garaged		St	
No.	Year										
009	06	EVANS LW42DF TRAILER				1J9G140B061003413		HAMPTON		SC	
010	06	EVANS TRAILER				1J9G142B561003128		HAMPTON		SC	
011	14	EVANS LW-42-DFP TRAILER				1J9G142B6E0003661		LURAY		SC	
012	14	TOYOTA TUNDRA 4X4 DBL CAB				5TFUW5F10EX380971		LURAY		SC	
013	14	FORD F-350				1FT8W3B65EEB32458		LURAY		SC	
014	15	KENWORTH T800				3WKDD49X5FF454561		LURAY		SC	
015	15	TOYOTA TUNDRA 4X4 DBL CAB				5TFUW5F12FX450178		LURAY		SC	
016	15	DIAMONDBACK LOG HAULER TRAILER				1D9D6XF22FK718029		LURAY		SC	
Auto No.	Class Code	Cost New	Weight/ Seating	Radius	Usage	Liability Limit*	Premium	PIP Premium	Add PIP Premium		
009	675910		2,001	INTER	COMMERC	\$ 1,000					
010	675910		2,001	INTER	COMMERC	\$ 1,000					
011	675910	\$ 24,000	2,001	INTER	COMMERC	\$ 1,000					
012	014990	\$ 34,520	7,100	LOCAL	SERVICE	\$ 1,000					
013	214990	\$ 37,220	10,600	LOCAL	SERVICE	\$ 1,000					
014	505910	\$149,977	85,000	INTER	COMMERC	\$ 1,000					
015	014990	\$ 34,610	7,100	LOCAL	SERVICE	\$ 1,000					
016	675910		2,001	INTER	COMMERC	\$ 1,000					
Auto No.	Medical Limit	Prem	Other Prem	Michigan Only PPI Ded PPI Prem		PD Buyback	U/M Limit*	Prem	Und/M Prem	Um/PD Prem	Oth U/M Prem
009							\$ 75				
010							\$ 75				
011							\$ 75				
012							\$ 75		48		
013							\$ 75		48		
014							\$ 75		48		
015							\$ 75		48		
016							\$ 75				
Auto No.	Other Than Collision^						Collision				
	Type	Ded 1	OR	Ded 2	St Amt	Limit	Premium	Ded	St Amt	Limit	Premium
009											
010											
011	COMPREH			\$ 2,000	NO	ACV	64	\$ 2,000	NO	ACV	
012	COMPREH			\$ 2,000	NO	ACV	126	\$ 2,000	NO	ACV	
013	COMPREH			\$ 2,000	NO	ACV	147	\$ 2,000	NO	ACV	
014	COMPREH			\$ 2,000	NO	ACV	391	\$ 2,000	NO	ACV	
015	COMPREH			\$ 2,000	NO	ACV	139	\$ 2,000	NO	ACV	
016											
Auto No.	Towing & Labor				Other Premium			Annual Premium			
	Limit	Premium			Premium			Premium			
009								\$			
010								\$			
011								\$			
012								\$			
013								\$			
014								\$			
015								\$			
016								\$			

AA-2709 (10/21)

*indicates limits are in thousands.

^ A maximum deductible may also apply. Refer to Coverage Form for details.

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ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

AUTO SCHEDULE											
Insured Name: SECKINGER FOREST PRODUCTS, INC.							Effective Date: 10-01-23		Policy Number: CAP 3 734 984		
Auto		Make and Description				Identification		Garaged		St	
No.	Year					or Serial Number					
017	16	INNOVATIVE C-ITI-IWS TRAILER				1Z92E4227GT199195		LURAY		SC	
018	16	KENWORTH W900				1XKWD49X3GJ120051		LURAY		SC	
019	16	DIAMONDBACK LOG HAULER TRAILER				1D9D6XF20GK718046		LURAY		SC	
020	16	FORD F450				1FD0W4HT3GEB34045		LURAY		SC	
021	13	EVANS LOG DROP TRAILER				1J9G142BXD0003449		LURAY		SC	
022	17	KENWORTH T880				1XKZD49X2HJ153833		LURAY		SC	
023	17	TOYOTA TUNDRA				5TFUW5F11HX617651		LURAY		SC	
024	18	INNOVATIVE C-ITI-IWS TRAILER				1Z92E4228JT199018		LURAY		SC	
Auto No.	Class Code	Cost New	Weight/ Seating	Radius	Usage	Liability Limit*	Premium	PIP Premium	Add PIP Premium		
017	675910	\$ 34,950	2,001	INTER	COMMERC	\$ 1,000					
018	505910	\$162,800	85,000	INTER	COMMERC	\$ 1,000					
019	675910	\$ 20,000	2,001	INTER	COMMERC	\$ 1,000					
020	214990	\$ 41,020	20,000	LOCAL	SERVICE	\$ 1,000					
021	675910	\$ 26,371	2,001	INTER	COMMERC	\$ 1,000					
022	505910	\$161,900	45,000+	INTER	COMMERC	\$ 1,000					
023	014990	\$ 35,913	7,100	LOCAL	SERVICE	\$ 1,000					
024	675910	\$ 35,100	2,001	INTER	COMMERC	\$ 1,000					
Auto No.	Medical Limit	Prem	Other Prem	Michigan Only PPI Ded PPI Prem		PD Buyback	U/M Limit*	Prem	Und/M Prem	Um/PD Prem	Oth U/M Prem
017							\$ 75				
018							\$ 75				
019							\$ 75				
020							\$ 75				
021							\$ 75				
022							\$ 75				
023							\$ 75				
024							\$ 75				
Auto No.	Other Than Collision^						Collision				
No.	Type	Ded 1	OR	Ded 2	St Amt	Limit	Premium	Ded	St Amt	Limit	Premium
017	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
018	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
019	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
020	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
021	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
022	COMPREH			\$ 5,000	NO	ACV		\$ 5,000	NO	ACV	
023	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
024	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
Auto No.	Towing & Labor					Other Premium			Annual Premium		
No.	Limit	Premium									
017									\$		
018									\$		
019									\$		
020									\$		
021									\$		
022									\$		
023									\$		
024									\$		

AA-2709 (10/21)

*indicates limits are in thousands.

^ A maximum deductible may also apply. Refer to Coverage Form for details.

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ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

AUTO SCHEDULE											
Insured Name: SECKINGER FOREST PRODUCTS, INC.							Effective Date: 10-01-23		Policy Number: CAP 3 734 984		
Auto		Identification									
No.	Year	Make and Description			or Serial Number		Garaged		St		
025	17	EVANS TRAILER			1J9G142B6H0003051		LURAY		SC		
026	18	KENWORTH T880			1XKZD49X9JJ202483		LURAY		SC		
027	18	KENWORTH T880			1XKZD49X7JJ208704		LURAY		SC		
028	12	KENWORTH W900 TRACTOR			1XKWD49X8CJ32098		LURAY		SC		
029	18	EVANS TRAILER			1J9G142B0K0003358		LURAY		SC		
030	18	KENWORTH T880			1XKZD49X9JJ203147		LURAY		SC		
031	88	HYUNDAI CHIP TRAILER			145C412S9JL010918		LURAY		SC		
032	16	DODGE 3500			3C7WRTCL5GG108419		LURAY		SC		
Auto No.	Class Code	Cost New	Weight/ Seating	Radius	Usage	Liability Limit*	Premium	PIP Premium	Add PIP Premium		
025	675910	\$ 23,591	2,001	INTER	COMMERC	\$ 1,000					
026	505910	\$162,710	45,000+	INTER	COMMERC	\$ 1,000					
027	505910	\$162,710	45,000+	INTER	COMMERC	\$ 1,000					
028	505910	\$ 65,000	45,000+	INTER	COMMERC	\$ 1,000					
029	675910	\$ 24,573	2,001	INTER	COMMERC	\$ 1,000					
030	505910	\$162,710	45,000+	INTER	COMMERC	\$ 1,000					
031	675990	\$ 15,000	10,000	INTER	COMMERC	\$ 1,000					
032	214990	\$ 40,500	12,500	LOCAL	SERVICE	\$ 1,000					
Auto No.	Medical Limit	Prem	Other Prem	Michigan Only PPI Ded PPI Prem		PD Buyback	U/M Limit*	Prem	Und/M Prem	Um/PD Prem	Oth U/M Prem
025							\$ 75				
026							\$ 75				
027							\$ 75				
028							\$ 75				
029							\$ 75				
030							\$ 75				
031							\$ 75				
032							\$ 75				
Auto No.	Other Than Collision^						Collision				
No.	Type	Ded 1	OR	Ded 2	St Amt	Limit	Premium	Ded	St Amt	Limit	Premium
025	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
026	COMPREH			\$ 5,000	NO	ACV		\$ 5,000	NO	ACV	
027	COMPREH			\$ 5,000	NO	ACV		\$ 5,000	NO	ACV	
028	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
029	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
030	COMPREH			\$ 5,000	NO	ACV		\$ 5,000	NO	ACV	
031	COMPREH			\$ 1,000	YES	15,000		\$ 2,000	YES	15,000	
032	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
Auto No.	Towing & Labor					Other Premium		Annual Premium			
No.	Limit	Premium									
025									\$		
026									\$		
027									\$		
028									\$		
029									\$		
030									\$		
031									\$		
032									\$		

AA-2709 (10/21)

*indicates limits are in thousands.

^ A maximum deductible may also apply. Refer to Coverage Form for details.

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ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

AUTO SCHEDULE											
Insured Name: SECKINGER FOREST PRODUCTS, INC.							Effective Date: 10-01-23		Policy Number: CAP 3 734 984		
Auto		Identification									
No.	Year	Make and Description			or Serial Number		Garaged		St		
033	19	INNOVATIVE CHIP TRAILER			1Z92E4220KT199088		LURAY		SC		
034	87	STRICKLAND TRAILER			1S12GC403HB659247		LURAY		SC		
035	18	EVANS TRAILER			1J9G142B1K0003420		LURAY		SC		
036	19	FORD SUPER DUTY F-350			1FT8W3B61KEE31599		LURAY		SC		
037	19	FORD SUPER DUTY F-250			1FT7W2BT2KED67049		LURAY		SC		
038	20	EVANS TRAILER			1J9G142B7L0003858		LURAY		SC		
039	19	DODGE RAM 1500			1C6SRFFTOKN919447		LURAY		SC		
040	20	FORD F-150			1FTMF1E51LFC64100		LURAY		SC		
Auto No.	Class Code	Cost New	Weight/ Seating	Radius	Usage	Liability Limit*	Premium	PIP Premium	Add PIP Premium		
033	675990	\$ 35,900	2,001	INTER	COMMERC	\$ 1,000	520				
034	675990	\$ 15,000	50	INTER	COMMERC	\$ 1,000	354				
035	675910	\$ 24,555	15,000	INTER	COMMERC	\$ 1,000	513				
036	214990	\$ 51,775	10,500	LOCAL	SERVICE	\$ 1,000	1,986				
037	014990	\$ 60,000	10,000	LOCAL	SERVICE	\$ 1,000	1,995				
038	675910	\$ 25,000	15,000	INTER	COMMERC	\$ 1,000	521				
039	014990	\$ 43,940	6,900	LOCAL	SERVICE	\$ 1,000	1,835				
040	014990	\$ 40,830	7,050	LOCAL	SERVICE	\$ 1,000	1,901				
Auto No.	Medical Limit	Prem	Other Prem	Michigan Only PPI Ded PPI Prem		PD Buyback	U/M Limit*	Prem	Und/M Prem	Um/PD Prem	Oth U/M Prem
033							\$ 75				
034							\$ 75				
035							\$ 75				
036							\$ 75				
037							\$ 75				
038							\$ 75				
039							\$ 75				
040							\$ 75				
Auto No.	Other Than Collision^						Collision				
	Type	Ded 1	OR	Ded 2	St Amt	Limit	Premium	Ded	St Amt	Limit	Premium
033	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
034	COMPREH			\$ 1,000	YES	15,000		\$ 2,000	YES	15,000	
035	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
036	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
037	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
038	COMPREH			\$ 2,000	YES	25,000		\$ 2,000	YES	25,000	
039	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
040	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
Auto No.	Towing & Labor				Other Premium			Annual Premium			
	Limit	Premium									
033								\$			
034								\$			
035								\$			
036								\$			
037								\$			
038								\$			
039								\$			
040								\$			

AA-2709 (10/21)

*indicates limits are in thousands.

^ A maximum deductible may also apply. Refer to Coverage Form for details.

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ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

AUTO SCHEDULE											
Insured Name: SECKINGER FOREST PRODUCTS, INC.							Effective Date: 10-01-23		Policy Number: CAP 3 734 984		
Auto		Identification									
No.	Year	Make and Description			or Serial Number		Garaged		St		
041	20	FORD F350			1FD8X3H6XLEE03804		LURAY		SC		
042	21	KAYLN SHIP VAN TRAILER			5DDKV4229M1068325		LURAY		SC		
043	21	EVANS LOG TRAILER			1J9G142BXM0003984		LURAY		SC		
044	21	KENWORTH T880			1XKZD49X1MJ457360		LURAY		SC		
045	22	KENWORTH T880			1XKZD49XXNJ485885		LURAY		SC		
046	21	FORD F250			1FD7X2B66MED61020		LURAY		SC		
047	22	EVANS LOG TRAILER			1J9G142B2N0003057		LURAY		SC		
048	20	TOYOTA 4RUNNER			JTEZU5JR7L5217439		LURAY		SC		
Auto No.	Class Code	Cost New	Weight/ Seating	Radius	Usage	Liability Limit*	Premium	PIP Premium	Add PIP Premium		
041	214990	\$ 47,035	14,000	LOCAL	SERVICE	\$ 1,000					
042	675910	\$ 37,900	15,000	INTER	COMMERC	\$ 1,000					
043	675910	\$ 26,700	12,000	INTER	COMMERC	\$ 1,000					
044	505910	\$165,780	45,000+	INTER	COMMERC	\$ 1,000					
045	505910	\$145,000	45,000+	INTER	COMMERC	\$ 1,000					
046	014990	\$ 54,691	10,000	LOCAL	SERVICE	\$ 1,000					
047	675910	\$ 29,910	2,001	INTER	COMMERC	\$ 1,000					
048	014990	\$ 47,000	6,100	LOCAL	SERVICE	\$ 1,000					
Auto No.	Medical Limit	Prem	Other Prem	Michigan Only PPI Ded PPI Prem		PD Buyback	U/M Limit*	Prem	Und/M Prem	Um/PD Prem	Oth U/M Prem
041							\$ 75				
042							\$ 75				
043							\$ 75				
044							\$ 75				
045							\$ 75				
046							\$ 75				
047							\$ 75				
048							\$ 75				
Auto No.	Other Than Collision^						Collision				
No.	Type	Ded 1	OR	Ded 2	St Amt	Limit	Premium	Ded	St Amt	Limit	Premium
041	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
042	COMPREH			\$ 2,000	YES	37,900		\$ 2,000	YES	37,900	
043	COMPREH			\$ 2,000	YES	26,700		\$ 2,000	YES	26,700	
044	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
045	COMPREH			\$ 2,000	YES	145,000		\$ 2,000	YES	145,000	
046	COMPREH			\$ 2,000	YES	54,691		\$ 2,000	YES	54,691	
047	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
048	COMPREH			\$ 2,000	YES	47,000		\$ 2,000	YES	47,000	
Auto No.	Towing & Labor				Other Premium				Annual Premium		
No.	Limit		Premium		Premium				Premium		
041									\$		
042									\$		
043									\$		
044									\$		
045									\$		
046									\$		
047									\$		
048									\$		

AA-2709 (10/21)

*indicates limits are in thousands.

^ A maximum deductible may also apply. Refer to Coverage Form for details.

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ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

AUTO SCHEDULE											
Insured Name: SECKINGER FOREST PRODUCTS, INC.							Effective Date: 10-01-23		Policy Number: CAP 3 734 984		
Auto		Make and Description				Identification or Serial Number		Garaged		St	
No.	Year										
049	23	CLARK CLPLT-42-23 TRAILER				1CD2L4227PA012673		LURAY		SC	
050	22	FORD F350				1FD8X3H68NED38440		LURAY		SC	
051	23	KENWORTH T880 TRACTOR				1XKZD49X5PJ241984		LURAY		SC	
052	22	PJ DUMP TRAILER				4P51D1927N3063725		LURAY		SC	
053	19	GMC SIERRA 1500				3GTP9EED8KG165726		LURAY		SC	
054	24	CLARK LOW PROFILE LOG TRAILER				1CD2L4223RA012818		LURAY		SC	
055	23	INNOVATIVE CHIP TRAILER				1Z92E4224PT199185		LURAY		SC	
056	08	GMC\CHEVY C7C042				1GBJ7C1A48F406479		LURAY		SC	
Auto No.	Class Code	Cost New	Weight/ Seating	Radius	Usage	Liability Limit*	Premium	PIP Premium	Add PIP Premium		
049	675910	\$ 42,900	8,000	INTER	COMMERC	\$ 1,000					
050	214990	\$ 75,000	14,000	LOCAL	SERVICE	\$ 1,000					
051	505910	\$182,190	45,000+	INTER	COMMERC	\$ 1,000					
052	675990	\$ 12,900	2,001	INTER	COMMERC	\$ 1,000					
053	014990	\$ 40,000	7,100	LOCAL	SERVICE	\$ 1,000					
054	675910	\$ 49,900	10,000	INTER	COMMERC	\$ 1,000					
055	675910	\$ 58,900	2,001	INTER	COMMERC	\$ 1,000					
056	365910	\$ 45,590	45,000	INTER	COMMERC	\$ 1,000					
Auto No.	Medical Limit	Prem	Other Prem	Michigan Only PPI Ded PPI Prem		PD Buyback	U/M Limit*	Prem	Und/M Prem	Um/PD Prem	Oth U/M Prem
049							\$ 75				
050							\$ 75				
051							\$ 75				
052							\$ 75				
053							\$ 75				
054							\$ 75				
055							\$ 75				
056							\$ 75				
Auto No.	Other Than Collision^						Collision				
	Type	Ded 1	OR	Ded 2	St Amt	Limit	Premium	Ded	St Amt	Limit	Premium
049	COMPREH			\$ 2,000	YES	42,900		\$ 2,000	YES	42,900	
050	COMPREH			\$ 1,000	YES	75,000		\$ 1,000	YES	75,000	
051	COMPREH			\$ 2,000	NO	ACV		\$ 2,000	NO	ACV	
052	COMPREH			\$ 2,000	YES	12,900		\$ 2,000	YES	12,900	
053	COMPREH			\$ 2,000	YES	40,000		\$ 2,000	YES	40,000	
054	COMPREH			\$ 1,000	YES	49,900		\$ 1,000	YES	49,900	
055	COMPREH			\$ 2,000	YES	58,900		\$ 2,000	YES	58,900	
056	COMPREH			\$ 2,000	YES	45,590		\$ 2,000	YES	45,590	
Auto No.	Towing & Labor				Other Premium			Annual Premium			
	Limit	Premium									
049								\$			
050								\$			
051								\$			
052								\$			
053								\$			
054								\$			
055								\$			
056								\$			

AA-2709 (10/21)

*indicates limits are in thousands.

^ A maximum deductible may also apply. Refer to Coverage Form for details.

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SCHEDULE OF FORMS AND ENDORSEMENTS

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NAMED INSURED		POLICY NUMBER
SECKINGER FOREST PRODUCTS, INC.		CAP 3 734 984
GU-4497	(09/16)	FLEET RISK MANAGEMENT INFORMATION
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
AF-9901	(09/05)	STATED AMOUNT PHYSICAL DAMAGE COVERAGE
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
AP-0003-1	(10/21)	BUSINESS AUTO COVERAGE FORM DECLARATIONS
AP-0003-2	(10/21)	BUSINESS AUTO COVERAGE FORM DECLARATIONS PART 2
AP-0003-3	(10/21)	BUSINESS AUTO COVERAGE FORM DECLARATIONS PART 3
AP-0003-4	(10/21)	BUSINESS AUTO COVERAGE FORM DECLARATIONS PART 4
AP-0004	(10/21)	BUSINESS AUTO COVERAGE FORM DECLARATIONS SUPPLEMENT HIRED OR BORROWED MOBILE EQUIPMENT OR FARM EQUIPMENT
AA-2709	(10/21)	AUTO SCHEDULE
AA-2709	(10/21)	AUTO SCHEDULE
AA-2709	(10/21)	AUTO SCHEDULE
AA-2709	(10/21)	AUTO SCHEDULE
AA-2709	(10/21)	AUTO SCHEDULE
AA-2709	(10/21)	AUTO SCHEDULE
AA-2709	(10/21)	AUTO SCHEDULE
IL 00 17	(11/98)	COMMON POLICY CONDITIONS
IL 00 21	(09/08)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CA 00 01	(11/20)	BUSINESS AUTO COVERAGE FORM
AF-2114	(10/18)	OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE (SOUTH CAROLINA)
A-2931	(11/99)	ADDITIONAL INSURED - SPECIFIC ENTITIES
A-2931	(11/99)	ADDITIONAL INSURED - SPECIFIC ENTITIES
A-2931	(11/99)	ADDITIONAL INSURED - SPECIFIC ENTITIES
A-2931	(11/99)	ADDITIONAL INSURED - SPECIFIC ENTITIES
A-2931	(11/99)	ADDITIONAL INSURED - SPECIFIC ENTITIES
A-2931	(11/99)	ADDITIONAL INSURED - SPECIFIC ENTITIES
AA-3015	(01/22)	NAMED DRIVER LIABILITY COVERAGE LIMITATION AND PHYSICAL DAMAGE EXCLUSION ENDORSEMENT
CA 04 44	(10/13)	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CA 04 44	(10/13)	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CA 21 19	(12/13)	SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE
CA 21 88	(12/13)	SOUTH CAROLINA UNDERINSURED MOTORISTS COVERAGE
CA 99 28	(11/20)	STATED AMOUNT INSURANCE
GOX2287SW	(01/93)	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
CA 01 50	(04/22)	SOUTH CAROLINA CHANGES
CA 02 30	(12/21)	SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
CA 23 45	(11/20)	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION
CA 23 84	(10/13)	EXCLUSION OF TERRORISM
CA 23 94	(10/13)	SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE
CA 28 03	(09/22)	ABUSE OR MOLESTATION EXCLUSION FOR COVERED AUTOS LIABILITY EXPOSURE
A 200c	(01/82)	CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT
A 200c	(01/82)	CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT
A 200c	(01/82)	CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE

GOX-2279 (12/92)

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SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
SECKINGER FOREST PRODUCTS, INC.		CAP 3 734 984
A 200c	(01/82)	ENDORSEMENT CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE
A 200c	(01/82)	ENDORSEMENT CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE
A 200c	(01/82)	ENDORSEMENT CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE
A 200c	(01/82)	ENDORSEMENT CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE
CA 20 01	(11/20)	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Towing And Labor**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and
 - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- 3. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and
 - b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or

- (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.
- 6. Premium Audit**
- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and

- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
- to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 - P. "Trailer" includes semitrailer.
 - Q. "Unmanned aircraft" means an aircraft that is not:
 - 1. Designed;
 - 2. Manufactured; or
 - 3. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

EXHIBIT C Page 44

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

**STATE OF SOUTH CAROLINA DEPARTMENT OF INSURANCE
SCDOI FORM NUMBER 2006
[REVISED JANUARY 1, 2007]**

**OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE
AND OPTIONAL UNDERINSURED MOTORIST COVERAGE**

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

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least \$75,000 of combined single limits. 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 \$75,000. There is a \$200 deductible for uninsured property damages claims.

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

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

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

EXHIBIT C Page 45

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

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 your insurance company or insurance agent within 30 days, your insurance company is required by law to add additional uninsured motorist coverage and optional underinsured motorist coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

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

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

Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street, Suite 1000
Post Office Box 100105, Columbia, South Carolina 29202-3105
(803) 737-6160
(800) 768-3467 E-mail Address: CnsmMail@doi.sc.gov

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EXHIBIT C Page 46

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 22.	\$ 26.	\$ 29.	\$ 32.	\$ 36.	\$ 38.
250,000	29.	32.	34.	37.	39.	41.
500,000	32.	35.	37.	39.	41.	42.
1,000,000	35.	37.	39.	40.	43.	44.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 13.	\$ 16.	\$ 17.	\$ 19.	\$ 21.	\$ 22.
250,000	17.	19.	20.	22.	23.	24.
500,000	19.	21.	22.	23.	24.	25.
1,000,000	21.	22.	23.	23.	25.	26.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 20.	\$ 11.
250,000	26.	15.
500,000	30.	17.
1,000,000	33.	19.

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

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

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

_____ I select _____ single limit

EXHIBIT C Page 47

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 45.	\$ 66.	\$ 85.	\$109.	\$140.	\$158.
250,000	84.	107.	125.	145.	169.	183.
500,000	107.	128.	145.	161.	184.	200.
1,000,000	128.	148.	161.	176.	201.	217.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 30.	\$ 44.	\$ 56.	\$ 71.	\$ 92.	\$103.
250,000	55.	70.	82.	95.	110.	120.
500,000	70.	84.	95.	106.	121.	130.
1,000,000	84.	97.	106.	115.	131.	142.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 43.	\$ 28.
250,000	82.	53.
500,000	105.	68.
1,000,000	126.	82.

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

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

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

_____ I select _____ single limit

EXHIBIT C Page 48

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Applicant's Acknowledgement

By my signature, I acknowledge that I have read – or I have had read to me – the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under 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: _____

Your signature: _____

Your address: _____

Today's date: _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SPECIFIC ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

ADDITIONAL INSURED:

COLLUM'S LIMITED PARTNERSHIP
P.O. BOX 535
ALLENDALE, SC 29810

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SPECIFIC ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

ADDITIONAL INSURED:

COLLUM'S LUMBER PRODUCTS, LLC
PAM NOBLES
P.O. BOX 535
ALLENDALE, SC 29810

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SPECIFIC ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

ADDITIONAL INSURED:

COLLUM'S SAWMILL, LLC
PAM NOBLES
P.O. BOX 535
ALLENDALE, SC 29810

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SPECIFIC ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

ADDITIONAL INSURED:

COLLUM'S TIMBER INVESTMENTS, LLC
P.O. BOX 535
ALLENDALE, SC 29810

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SPECIFIC ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

ADDITIONAL INSURED:

SCOTT WOODLANDS, LLC
PAM NOBLES
P.O. BOX 535
ALLENDALE, SC 29810

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SPECIFIC ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

ADDITIONAL INSURED:

WESTERVELT COMPANY
P.O. BOX 48999
TUSCALOOSA, AL 35404

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984
Effective Date: 10-01-23

**THIS ENDORSEMENT CHANGES THE TERMS OF YOUR POLICY.
PLEASE READ IT CAREFULLY AND KEEP IT WITH YOUR POLICY.**

NAMED DRIVER LIABILITY COVERAGE LIMITATION AND PHYSICAL DAMAGE EXCLUSION ENDORSEMENT

This endorsement becomes effective at the inception date of the policy, unless a different effective date is listed above.

In consideration of the premium charged for this policy, it is agreed that the coverage provided under the policy is amended whenever a covered "auto" described in this policy is driven or operated by a Named Driver listed below. In such cases,

Liability Coverage: Coverage under the "Section II - Liability Coverage, C. Limit Of Insurance" portion of the policy is amended as follows:

Regardless of the number of covered "autos", insureds, premiums paid, claims made or vehicles involved in the "accident" the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the minimum liability limits specified by a compulsory or financial responsibility law at the time of "accident" of the government jurisdiction where the "accident" occurs.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorist Coverage Endorsement attached to this Coverage Part.

Physical Damage Exclusion: Coverage under the "Section III - Physical Damage Coverage, A - Coverage" portion of the policy will not be provided to a covered "auto" while it is driven or operated by a Named Driver listed below.

Uninsured Motorist and/or Underinsured Motorist Liability Coverage: If Uninsured Motorist (UM) and/or Underinsured Motorist (UIM) coverage is provided by this policy you further agree that this endorsement will also serve as selection of UM/UIM limits not to exceed the minimum liability limits provided by this endorsement while the Named Driver listed below is driving or operating a covered automobile.

This agreement shall be binding and shall apply to all future renewals, reinstatements and changes to this policy unless mutually agreed to by "our" company and the Named Insured.

J TUCKER COOK
(Named Driver)

(Signature - Named Driver)

SECKINGER FOREST PRODUCTS, INC.
(First Named Insured)

(Signature - Named Insured)

POLICY NUMBER: CAP 3 734 984

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

GEORGIA PACIFIC, LLC AND ITS SUBSIDIARIES
CRST 41ST FLOOR
133 PEACHTREE STREET NE
ATLANTA, GA 30303

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: CAP 3 734 984

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

RAYONIER, INC.
ITS SUBSIDIARIES AND SUBSIDIARIES THEREOF
INSURANCE COMPLIANCE
P.O. BOX 100085 - R7
DULUTH, GA 30096

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: CAP 3 734 984

COMMERCIAL AUTO
CA 21 19 12 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, South Carolina, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance:	\$75,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

We will pay in accordance with the South Carolina Uninsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to any of the following:

1. Any claim settled without our consent.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. The first \$200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
5. That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.
6. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule. If the "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while "occupying" a covered "auto", our limit is the sum of:
 - a. The Limit Of Insurance shown in the Schedule for this coverage as applicable to a covered "auto"; and
 - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
2. Subject to the maximum limit of insurance for all damages:
 - a. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" or "property damage" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
 - b. The individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share shall be the proportion that that person's damages bear to the total damages sustained by all "insureds".
3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:
 - a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos"; and
 - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from the "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".
5. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an "insured" other than an individual Named Insured or any "family member" in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury" or "property damage", the most we will pay for all damages resulting from that "accident" is the Limit Of Insurance shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
6. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The **Conditions** are changed for **Uninsured Motorists Coverage** as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:
 - a. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

First Priority	The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any policy affording Uninsured Motorists Coverage to a Named Insured or a "family member", if the Named Insured is an individual.

- (1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
- (2) If there is applicable insurance available under the first priority:
 - (a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and

- (b) The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.
 - b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits on the same level of priority.
 - c. For "property damage", this insurance is excess to all collectible insurance of any kind.
 - d. Except for "property damage", the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:
Transfer Of Rights Of Recovery Against Others To Us
- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of such payment that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or loss to impair them.
 - b. If an "insured" has prosecuted to judgment any "suit" against anyone responsible, we will be entitled to an assignment of the judgment to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.
 - c. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorneys' fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorneys' fees.
 - d. If an "insured" making a claim for "property damage" under this insurance is also entitled to insurance or other compensation for the "property damage", we will not be obligated to pay the claim until the "insured" has assigned us the rights to the compensation to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.
4. **Two Or More Coverage Forms Issued By Us** does not apply to **Uninsured Motorists Coverage**.
5. The following condition is added:
Conformity To Statute
 This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.
- F. **Additional Definitions**
 As used in this endorsement:
- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
 - 2. "Occupying" means in, upon, getting in, on, out or off.
 - 3. "Property damage" means injury to or destruction of the property of an "insured".
 - 4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which neither a liability bond or policy nor cash or securities deposited with the State Treasurer provide at least the amounts required by the South Carolina Motor Vehicle Financial Responsibility Act.

- b. For which neither the operator nor owner can be identified and that hits or that causes an "accident" resulting in "bodily injury" or "property damage" without hitting an individual Named Insured or a "family member", a vehicle that an individual Named Insured or any "family member" is "occupying", the Named Insured's covered "auto" or any of such Named Insured's property.

The facts of the "accident" must be corroborated by competent evidence of an eyewitness other than the owner or operator of the vehicle that an individual Named Insured or any "family member" was "occupying" at the time of the "accident". The eyewitness must sign an affidavit attesting to the truth of the facts of the "accident" contained in the affidavit.

- c. For which an insuring or bonding company successfully denies coverage, is or becomes insolvent, is in delinquency proceedings, suspension or receivership, or is proven unable to respond to a judgment.

- d. For which the owner has not qualified as a self-insurer in accordance with the applicable provisions of the South Carolina Insurance Laws.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- b. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Subsection 15-78-60, or by other applicable statute.
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: CAP 3 734 984

COMMERCIAL AUTO
CA 21 88 12 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, South Carolina, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance:	\$75,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay in accordance with the South Carolina Underinsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only after any liability bonds or policies have been exhausted by payment of judgments or settlements.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

- c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.
4. "Bodily injury" or "property damage" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage; or
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage.
5. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Underinsured Motorists Coverage shown in the Schedule. If the "bodily injury" is sustained by any "insured" while "occupying" a covered "auto", or if the Named Insured's covered "auto" sustains "property damage" in an "accident", our limit is the sum of:
 - a. The Limit Of Insurance shown in the Schedule for this coverage applicable to a covered "auto"; and

- b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

2. Subject to the maximum limit of insurance for all damages:

- a. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".

- b. An individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share shall be the proportion that that person's damages bear to the total damages sustained by all "insureds".

3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:

- a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos"; and

- b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" is sustained in an "accident" by an individual Named Insured or any "family member", while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from that "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".

5. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Uninsured Motorists Coverage endorsement attached to this Coverage Form.

We will not make a duplicate payment under the Coverage Form for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of loss under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The **Conditions** are changed for **Underinsured Motorists Coverage** as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:
 - a. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

First Priority	The policy affording Underinsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any policy affording Underinsured Motorists Coverage to a Named Insured or a "family member", if the Named Insured is an individual.

- (1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
- (2) If there is applicable insurance available under the first priority:
 - (a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and
 - (b) The most we will pay in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.

- b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits on the same level of priority.
- c. For "property damage", this insurance is excess to all collectible insurance of any kind.
- d. For "bodily injury", this insurance is excess to any other collectible Underinsured Motorists Coverage.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** does not apply to **Underinsured Motorists Coverage**.
4. **Two Or More Coverage Forms Issued By Us** does not apply to **Underinsured Motorists Coverage**.
5. The following provision is added:

Conformity To Statute

This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" as used in this endorsement means injury to or destruction of the Named Insured's covered "auto". However, "property damage" does not include damage to property owned by the "insured" while contained in the Named Insured's covered "auto".

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limit for liability specified by the South Carolina Motor Vehicle Financial Responsibility Act, but the limits of that bond or policy provide a limit that is less than the amount the "insured" is legally entitled to recover as damages caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle or equipment designed for use mainly off public roads while not on public roads.

EXHIBIT C Page 67

POLICY NUMBER: CAP 3 734 984

COMMERCIAL AUTO
CA 99 28 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATED AMOUNT INSURANCE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: SECKINGER FOREST PRODUCTS, INC.

Endorsement Effective Date: 10-01-23

SCHEDULE

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
SEE SCHEDULE		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
Total Premium			\$

NOTE:

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limits Of Insurance and Deductible provisions which follow.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model
SEE SCHEDULE		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".

B. For a covered "auto" described in the Schedule, **Physical Damage Coverage** is amended as follows:

1. The **Limits Of Insurance** provision is replaced by the following:

Limits Of Insurance

a. The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:

- (1)** The actual cash value of the damaged or stolen property as of the time of the "loss";
- (2)** The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
- (3)** The Limit Of Insurance shown in the Schedule.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

2. The **Deductible** provision is replaced by the following:

Deductible

For each covered "auto", our obligation to pay:

a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;

b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or

c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule,

provided that:

(1) Any Comprehensive or Specified Causes Of Loss Coverage Deductible shown in the Schedule applies only to "loss" caused by:

- (a)** Theft or mischief or vandalism; or
- (b)** All perils.

(2) Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

- (a)** Theft or mischief or vandalism; or
- (b)** All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

MANUSCRIPT ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
DESIGNATED PERSON OR ORGANIZATION

BUSINESS AUTO COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

WESTROCK, CP LLC
ITS AFFILIATES, SUBSIDIARIES AND/OR ASSIGNS
5600 VIRGINIA AVE.
NORTH CHARLESTON, SC 29406

This policy is changed as follows:

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person or organization named in the schedule.

CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT

This certificate and endorsement, effective 10-01-23 forms a part of Policy No. CAP 3 734 984
(12:01 a.m. Standard Time)

expiring 10-01-24

issued to SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
of HAMPTON SC 29924

by:

(Name of Loss Payee)

To:
CATERPILLAR FINANCIAL SERVICES
2120 WEST END AVENUE
NASHVILLE, TN USA 37203

The insurance afforded by the policy described above applies with respect to such and so many of the following coverages as are indicated by limits of liability and the word "covered" opposite thereto, as stated below, and applies to the following automobile(s), subject to all the insuring agreements, exclusions, conditions and other terms of said policy.

Year of		Trade Name--Body Type--Truck Size (Truck Load, Gallonage, Bus Seating Capacity)			Serial or Motor Number
Unit	Model				
SC 11	2014	EVANS	LW-42-DFP	TRAILER	1J9G142B6E0003661
SC 25	2017	EVANS	TRAILER	1J9G142B6H0003051	
SC 38	2020	EVANS	TRAILER	1J9G142B7L0003858	

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Authorized Representative

EXHIBIT C Page 71

CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT

This certificate and endorsement, effective 10-01-23 forms a part of Policy No. CAP 3 734 984
(12:01 a.m. Standard Time)

expiring 10-01-24

issued to SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
of HAMPTON SC 29924

by:

(Name of Loss Payee)

To:
PALMETTO STATE BANK
P.O. BOX 577
ESTILL, SC USA 29918

The insurance afforded by the policy described above applies with respect to such and so many of the following coverages as are indicated by limits of liability and the word "covered" opposite thereto, as stated below, and applies to the following automobile(s), subject to all the insuring agreements, exclusions, conditions and other terms of said policy.

Unit	Year of	Model	Trade Name--Body Type--Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial or Motor Number
SC 14	2015	KENWORTH T800	3WKDD49X5FF454561	
SC 18	2016	KENWORTH W900	1XKWD49X3GJ120051	

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Authorized Representative

**CERTIFICATE OF AUTOMOBILE INSURANCE
AND LOSS PAYABLE CLAUSE ENDORSEMENT**

This certificate and endorsement, effective 10-01-23 forms a part of Policy No. CAP 3 734 984
(12:01 a.m. Standard Time)

expiring 10-01-24

issued to SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
of HAMPTON SC 29924

by:

(Name of Loss Payee)

To:
WORLD OMNI FINANCIAL
P.O. BOX 991817
MOBILE, AL USA 36691

The insurance afforded by the policy described above applies with respect to such and so many of the following coverages as are indicated by limits of liability and the word "covered" opposite thereto, as stated below, and applies to the following automobile(s), subject to all the insuring agreements, exclusions, conditions and other terms of said policy.

Unit	Year of	Model	Trade Name--Body Type--Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial or Motor Number
SC 23	2017	TOYOTA TUNDRA	5TFUW5F11HX617651	

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Authorized Representative

CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT

This certificate and endorsement, effective 10-01-23 forms a part of Policy No. CAP 3 734 984
(12:01 a.m. Standard Time)

expiring 10-01-24

issued to SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
of HAMPTON SC 29924

by:

(Name of Loss Payee)

To:
FORD MOTOR CREDIT
P.O. BOX 105704
ATLANTA, GA USA 30348-5704

The insurance afforded by the policy described above applies with respect to such and so many of the following coverages as are indicated by limits of liability and the word "covered" opposite thereto, as stated below, and applies to the following automobile(s), subject to all the insuring agreements, exclusions, conditions and other terms of said policy.

Year of		Trade Name--Body Type--Truck Size (Truck Load, Gallonage, Bus Seating Capacity)			Serial or Motor Number
Unit	Model				
SC 13	2014 FORD F-350	1FT8W3B65	EEB32458		
SC 20	2016 FORD F450	1FD0W4HT3	GEB34045		

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Authorized Representative

EXHIBIT C Page 74

CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT

This certificate and endorsement, effective 10-01-23 forms a part of Policy No. CAP 3 734 984
(12:01 a.m. Standard Time)

expiring 10-01-24

issued to SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
of HAMPTON SC 29924

by:

(Name of Loss Payee)

To:
PALMETTO STATE BANK ISAOA
P.O. BOX 158
HAMPTON, SC USA 29924

The insurance afforded by the policy described above applies with respect to such and so many of the following coverages as are indicated by limits of liability and the word "covered" opposite thereto, as stated below, and applies to the following automobile(s), subject to all the insuring agreements, exclusions, conditions and other terms of said policy.

Year of		Trade Name--Body Type--Truck Size (Truck Load, Gallonage, Bus Seating Capacity)			Serial or Motor Number
Unit	Model				
SC 22	2017	KENWORTH	T880	1XKZD49X2HJ153833	
SC 26	2018	KENWORTH	T880	1XKZD49X9JJ202483	
SC 27	2018	KENWORTH	T880	1XKZD49X7JJ208704	
SC 30	2018	KENWORTH	T880	1XKZD49X9JJ203147	
SC 44	2021	KENWORTH	T880	1XKZD49X1MJ457360	
SC 45	2022	KENWORTH	T880	1XKZD49XXNJ485885	
SC 48	2020	TOYOTA	4RUNNER	JTEZU5JR7L5217439	
SC 51	2023	KENWORTH	T880	TRACTOR 1XKZD49X5PJ241984	

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Authorized Representative

**CERTIFICATE OF AUTOMOBILE INSURANCE
AND LOSS PAYABLE CLAUSE ENDORSEMENT**

This certificate and endorsement, effective 10-01-23 forms a part of Policy No. CAP 3 734 984
(12:01 a.m. Standard Time)

expiring 10-01-24

issued to SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
of HAMPTON SC 29924

by:

(Name of Loss Payee)

To:
FORD MOTOR CREDIT
P.O. BOX 390910
MINNEAPOLIS, MN USA 55439

The insurance afforded by the policy described above applies with respect to such and so many of the following coverages as are indicated by limits of liability and the word "covered" opposite thereto, as stated below, and applies to the following automobile(s), subject to all the insuring agreements, exclusions, conditions and other terms of said policy.

Unit	Model	Year of	Trade Name--Body Type--Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial or Motor Number
SC 36	2019 FORD SUPER DUTY		F-350 1FT8W3B61KEE31599	

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Authorized Representative

CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT

This certificate and endorsement, effective 10-01-23 forms a part of Policy No. CAP 3 734 984
(12:01 a.m. Standard Time)

expiring 10-01-24

issued to SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
of HAMPTON SC 29924

by:

(Name of Loss Payee)

To:
CHRYSLER CAPITAL
P.O. BOX 3610
CARMEL, IN USA 46082

The insurance afforded by the policy described above applies with respect to such and so many of the following coverages as are indicated by limits of liability and the word "covered" opposite thereto, as stated below, and applies to the following automobile(s), subject to all the insuring agreements, exclusions, conditions and other terms of said policy.

Unit	Year of	Model	Trade Name--Body Type--Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Serial or Motor Number
SC 39	2019	DODGE RAM 1500	1C6SRFFTOKN919447	

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Authorized Representative

EXHIBIT C Page 77

POLICY NUMBER: CAP 3 734 984

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:	SECKINGER FOREST PRODUCTS, INC.
Endorsement Effective Date:	10-01-23

SCHEDULE

Insurance Company:	BITCO GENERAL INSURANCE CORPORATION		
Policy Number:	CAP 3 734 984	Effective Date:	10/01/2023
Expiration Date:	10/01/2024		
Named Insured:	SECKINGER FOREST PRODUCTS, INC.		
Address:	P.O. BOX 631 HAMPTON	SC	29924-
Additional Insured (Lessor): Address:	PALMETTO STATE BANK PO BOX 158 HAMPTON, SC USA 29924		
Designation Or Description Of "Leased Autos":	SC 37 2019 FORD SUPER DUTY F-250 1FT7W2BT2KED67049		

Coverages	Limit Of Insurance Or Deductible
Covered Autos Liability	Each "Accident"
Comprehensive	Deductible For Each Covered "Leased Auto"
Collision	Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the Policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, South Carolina, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. Paragraph **2.b.(4)** of the **Who Is An Insured** provision in the Auto Dealers Coverage Form is replaced by the following:

(4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

2. The **Expected Or Intended Injury** Exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the South Carolina Motor Vehicle Financial Responsibility Act.

3. The **Limit Of Insurance** provision under the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

4. The **Limit Of Insurance – Covered Autos Liability** provision under the Auto Dealers Coverage Form is replaced by the following:

For "accidents" resulting from the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Limit Of Insurance for Covered "Autos" Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Limit of Insurance for Covered "Autos" Liability Coverage are not payable under any applicable Limits of Insurance under Section II – General Liability Coverages or Section III – Acts, Errors Or Omissions Liability Coverage.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

B. Changes In Physical Damage Coverage

No deductible applies to auto safety glass. All other **Physical Damage Coverage** provisions will apply.

C. Changes In Acts, Errors Or Omissions Liability Coverages

The **Noncompensatory Damages** Exclusion under the Auto Dealers Coverage Form is replaced by the following:

Criminal fines or penalties imposed by law or regulation or demands for injunctive or equitable relief.

D. Changes In Conditions

1. In **Duties In The Event Of Accident, Claim, Suit Or Loss** under the Business Auto Coverage Form and Motor Carrier Coverage Form and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** under the Auto Dealers Coverage Form:

- a. The lead-in sentence is replaced by the following:

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties, except as provided in Paragraph **d.**:

- b. The following provision is added:

- d. Failure to give notice to us as required under this Policy within the time specified shall not invalidate any claim by a person seeking Covered Autos Liability Coverage with respect to coverage up to the minimum limits of liability required by the South Carolina Motor Vehicle Financial Responsibility Act.

2. The **Concealment, Misrepresentation Or Fraud** Condition does not apply to **Covered Autos Liability Coverage**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation Common Policy Condition is amended as follows:**

1. Paragraph 2. is replaced by the following:
 2. We will mail or deliver to you and your agent written notice of cancellation, stating the reason(s) for cancellation, at the addresses shown in the Policy, at least:
 - a. 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if cancellation is for any other reason.
2. The following is added to Paragraph 4.:

If this Policy is cancelled during the first 60 days, and is not a renewal or a continuation policy, the cancellation will be effective only on or after the 61st day of the policy period. However, if this Policy is cancelled for nonpayment of premium, the cancellation will become effective only on or after the 31st day of the policy period.
3. The following is added:

If this Policy has been in effect for more than 120 days, we may cancel this Policy only for the following reasons:

 - a. Nonpayment of premium;
 - b. Material misrepresentation of fact, which if known to us would have caused us not to issue the Policy;
 - c. Substantial change in the risk assumed, except to the extent that:
 - (1) We had notice of the risk within the first 120 days of the policy period and this is not a renewal or continuation of a policy we issued; or

(2) We should have reasonably foreseen the change or contemplated the risk in writing the Policy;

- d. Substantial breach of contractual duties, conditions or warranties; or
- e. Loss of our reinsurance covering all or a significant part of the particular risk insured, or where continuation of the Policy would imperil our solvency or place us in violation of the laws of South Carolina.

B. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
2. If we decide not to renew this Policy, we will:
 - a. Mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, before:
 - (1) The expiration date of this Policy, if the Policy is written for a term of one year or less; or
 - (2) An anniversary date of this Policy, if the Policy is written for a term of more than one year or for an indefinite term; and
 - b. Provide at least 60 days' notice of nonrenewal.

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3. Any notice of nonrenewal will be mailed or delivered to the address of the first Named Insured and agent, if any, shown in the Policy or, if none is shown, then to their last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any notice of nonrenewal will state the precise reason for nonrenewal.

ELECTRONICALLY FILED - 2025 Mar 06 12:36 PM - HAMPTON - COMMON PLEAS - CASE#2025CWP2500032

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:
 - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
 - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
 - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
 - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
 - a. With drivers; or
 - b. With local vendors using drivers;
 for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - b. When one or both of the following apply:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

- B.** Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D.** In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to Covered Autos Liability Coverage:

Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

COMMERCIAL AUTO
CA 28 03 09 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION FOR COVERED AUTOS LIABILITY EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following exclusion is added to **Covered Autos Liability Coverage**:

Abuse Or Molestation For Covered Autos Liability Exposure

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone; or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

THE POLICY PROVISIONS WITH THE INFORMATION PAGE AND ENDORSEMENTS,
IF ANY, ISSUED TO FORM A PART THEREOF COMPLETE THIS POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Lou S. Paulus , Secretary

Mike Lamb , Chief Executive Officer

EXHIBIT C Page 91

U-xOU@-OA

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EXHIBIT D Page 1

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

STATE OF SOUTH CAROLINA DEPARTMENT OF INSURANCE
SCDOI FORM NUMBER 2006
[REVISED JANUARY 1, 2007]

OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE
AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

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

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least \$75,000 of combined single limits. 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 UIM 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 \$75,000. There is a \$200 deductible for uninsured property damages claims.

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

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

Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible



EXHIBIT D Page 2

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
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Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

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 your insurance company or insurance agent within 30 days, your insurance company is required by law to add additional uninsured motorist coverage and optional underinsured motorist coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

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

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

Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street, Suite 1000
Post Office Box 100105, Columbia, South Carolina 29202-3105
(803) 737-6160
(800) 768-3467 E-mail Address: OnsmMail@doi.sc.gov



EXHIBIT D Page 3

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PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
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Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy# CAP 3 734 984

Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 22.	\$ 26.	\$ 29.	\$ 32.	\$ 36.	\$ 38.
250,000	29.	32.	34.	37.	39.	41.
500,000	32.	35.	37.	39.	41.	42.
1,000,000	35.	37.	39.	40.	43.	44.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 13.	\$ 16.	\$ 17.	\$ 19.	\$ 21.	\$ 22.
250,000	17.	19.	20.	22.	23.	24.
500,000	19.	21.	22.	23.	24.	25.
1,000,000	21.	22.	23.	23.	25.	26.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 20.	\$ 11.
250,000	26.	15.
500,000	30.	17.
1,000,000	33.	19.

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

If your answer is "no", you must sign here: X Jeanne Seckinger

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

_____ I select _____ single limit

EXHIBIT D Page 4

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PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 45.	\$ 66.	\$ 85.	\$109.	\$140.	\$158.
250,000	84.	107.	125.	145.	169.	183.
500,000	107.	128.	145.	161.	184.	200.
1,000,000	128.	148.	161.	176.	201.	217.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 30.	\$ 44.	\$ 56.	\$ 71.	\$ 92.	\$103.
250,000	55.	70.	82.	95.	110.	120.
500,000	70.	84.	95.	106.	121.	130.
1,000,000	84.	97.	106.	115.	131.	142.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 43.	\$ 28.
250,000	82.	53.
500,000	105.	68.
1,000,000	126.	82.

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

If your answer is "no", you must sign here: x Jeanne Seckinger
75E7PPT10RAAPP

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

_____ I select _____ single limit

EXHIBIT D Page 5

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 734 984

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	7,8,9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	

* See ITEM FOUR for hired or borrowed "autos".

^ A maximum deductible may also apply. Refer to Coverage Form for details.

Premium for Endorsements \$ [REDACTED]

State Charges

Estimated Deposit Premium \$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 400,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

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PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

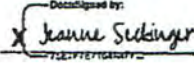
Policy# CAP 3 734 984

Applicant's Acknowledgement

By my signature, I acknowledge that I have read – or I have had read to me – the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under 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: Jeanne Seckinger

Your signature: Digitally signed by:


Your address: _____

Today's date: X 11/28/2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CIVIL ACTION 2025-CP-25-00032
	)	
James Williams,	)	
	)	
Plaintiff,	)	ANSWER OF SECKINGER FOREST
	)	PRODUCTS, INC. TO AMENDED
vs.	)	COMPLAINT
	)	(DECLARATORY JUDGMENT)
Bitco General Insurance Corporation and	)	(NON- JURY)
Seckinger Forest Products, Inc.	)	
	)	
Defendants.	)	
	)	
	)	

COMES NOW Defendant Seckinger Forest Products, Inc., (“Seckinger”), by and through counsel, responding to the Amended Complaint filed February 5, 2025, subsequent to the Complaint filed January 29, 2025, by Plaintiff James Williams and hereby responds as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Amended Complaint not specifically admitted herein is denied.

2. Upon information and belief, Defendant Seckinger admits the allegations of paragraph 1 of the Amended Complaint.

3. Defendant Seckinger admits only so much of the allegations contained in paragraph 2 of the Amended Complaint as can be construed to allege that Bitco General Insurance Corporation is an insurance company authorized to conduct business in the State of South Carolina and that Bitco insures property located and principally garaged in Hampton County, South Carolina to include the vehicle driven by the Plaintiff in this action.

4. Defendant Seckinger admits only so much of the allegations of paragraph 3 of the Amended Complaint that can be construed to allege that it is a corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Hampton County, South Carolina. Defendant Seckinger denies the remaining the allegations of paragraph 3 of the Amended Complaint and demand strict proof thereof.

5. Defendant Seckinger admits only so much of the allegations contained in paragraph 4 of the Amended Complaint as can be construed to alleged that its principal place of business is Hampton County, South Carolina and that Bitco issued an insurance policy to it. The remaining allegations of paragraph 4 are denied and strict proof is demanded thereof.

6. The allegations of paragraph 5 of the Amended Complaint contain conclusions of law to which no response is required. To the extent such a response is required, Defendant Sekinger admits the same.

7. Defendant Seckinger admits the allegations of paragraph 6 of the Amended Complaint.

8. Defendant Seckinger admits the allegations of paragraph 7 of the Amended Complaint.

9. Defendant Seckinger lacks sufficient knowledge or information to form a belief with regard to the truth of the allegations set forth in paragraph 8 of the Amended Complaint and therefore denies the same.

10. Defendant Seckinger admits the allegations of paragraph 9 of the Amended Complaint.

11. Defendant Seckinger admits only so much of the allegations of paragraph 10 of the Amended Complaint as can be construed to allege that it was made aware of a claim brought on behalf of the Plaintiff under the Underinsured Motorist Coverage portion of its policy with

Bitco. The remaining allegations of paragraph 10 are denied and strict proof is demanded thereof.

12. Upon information and belief, Defendant Seckinger admits only so much of the allegations of paragraph 11 of the Amended Complaint as can be construed to allege that its underinsured motorist coverage under the Bitco policy provides \$75,000.00 in coverage. Defendant Seckinger lacks sufficient knowledge and information to form a belief regarding the truth of the remaining allegations of paragraph 11 and therefore deny the same.

13. Defendant Seckinger lacks sufficient knowledge or information to form a belief with regard to the truth of the allegations set forth in paragraphs 12 and 13 of the Amended Complaint and therefore must deny the same.

14. The allegations of paragraph 14 of the Amended Complaint contain conclusions of law to which no response is required. To the extent such a response is required, Defendant Seckinger admits the same.

15. In response to the allegations of paragraph 15 of the Amended Complaint, Defendant Seckinger craves reference to the document itself as the best evidence of its contents and in further responding to the allegations of paragraph 15, Defendant Seckinger admits that it rejected the offer to purchase of additional underinsured motorist (“UIM”) coverage above the \$75,000 Combined Single Limit automatically provided by its policy.

16. In response to the allegations of paragraph 16 of the Amended Complaint, Defendant Seckinger admits that the UIM rejection includes a scrivener's error that references the purchase of **uninsured** motorist coverage however, Defendant Seckinger affirmatively responds that its intent in checking “No” on the Offer of Optional Underinsured Motorist Coverage” form was to reject the purchase of additional underinsured motorist coverage.

17. Defendant Seckinger admits the allegations of paragraph 17 of the Amended Complaint.

18. Defendant Seckinger denies the allegations of paragraph 18 of the Amended Complaint and would further state that the form in question is entitled “Offer of Optional Underinsured Motorist Coverage” and that the narrative on the form also reads “[i]f you select optional underinsured motorist coverage, an additional premium will be charged.”

19. Defendant Seckinger denies the allegations of paragraph 19 of the Amended Complaint and further responds that a meaningful offer of underinsured motorist coverage was made and that Defendant Seckinger rejected the offer of optional additional underinsured motorist coverage after thoughtful and meaningful consideration.

20. Defendant Seckinger denies that allegations of paragraph 20 of the Amended Complaint and demands strict proof thereof.

21. The allegations of paragraph 21 of the Amended Complaint contain conclusions of law to which no response is required. To the extent such a response is required, Defendant Seckinger admits the same.

22. Defendant Seckinger denies the allegations of paragraph 22 of the Amended Complaint and demands strict proof thereof.

FOR A SECOND AND AFFIRMATIVE DEFENSE

(Rule 12(b)(6))

23. Defendant Seckinger incorporates their responses to Plaintiffs’ previous allegations as if fully set forth herein.

24. The Plaintiff’s Amended Complaint fails to state a claim upon which relief can be granted against it and, therefore, should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

WHEREFORE, having fully answered the allegations contained in the Amended Complaint, Defendant Seckinger Forrest Products, Inc. respectfully prays the Court inquire into the matters set forth herein and enter its Order holding that it rejected the offer of optional underinsured motorist coverage and declaring that the available UIM limits under the Bitco policy are \$75,000.00 as indicated on the Policy's Declaration Page and for such other and further relief as the Court may deem just and proper.

TUPPER, GRIMSLEY, DEAN & CANADAY, LLC

By: s/ Erin D. Dean

SC Bar Number: 65320

Post Office Box 2055

Beaufort, South Carolina 29901-2055

(843) 524-1116

erindean@tgdcpa.com

Attorney for Defendant Seckinger Forest Products, Inc.

March 7, 2025

Beaufort, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HAMPTON	)	CA: 2025-CP-25-00032
	)	
James Williams,	)	
	)	
Plaintiff,	)	NOTICE OF MOTION AND MOTION FOR
	)	SUMMARY JUDGMENT BY BITCO
vs.	)	GENERAL INSURANCE CORPORATION
	)	
Bitco General Insurance Corporation and	)	
Seckinger Forest Products, Inc.	)	
	)	
Defendants.	)	
	)	
	)	

TO: H. WOODROW GOODING, COUNSEL FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that the undersigned attorney for the Defendant BITCO General Insurance Corporation (“BITCO”) will move before the presiding Judge of the Fourteenth Judicial Circuit at the Hampton County Courthouse, Hampton, South Carolina, or at such time and place as may be set by the Court, for an Order, pursuant to Rule 56, SCRCF, granting summary judgment to the Defendant BITCO on the grounds stated hereafter.

Plaintiff James Williams (“Plaintiff”) has brought this declaratory judgment action seeking reformation of an auto policy issued by BITCO to Seckinger Forest Products, Inc. (“Seckinger”). Plaintiff seeks to reform the policy to include additional Underinsured Motorist Coverage (“UIM”) beyond the seventy-five thousand dollar limits stated in the policy declarations section up to the liability limits of one million dollars.

BITCO now moves for summary judgment based on the facts and law as presented below, including the affidavits of Jeanne Seckinger, Treasurer of Seckinger Forest Products, and Donnie Watts, agent of Palmetto State Insurance Agency, submitted in support of this motion.

FACTS

Seckinger operates forest products company in Hampton County. On July 23, 2024, Plaintiff was operating a vehicle owned by Seckinger, his employer, when he was involved in an automobile collision. Plaintiff has filed a worker's compensation claim against a policy maintained by Seckinger, and has also recovered the liability limits carried by the at-fault driver involved in the collision.

Plaintiff has asserted a claim for UIM benefits under the auto policy issued to Seckinger by BITCO. BITCO has tendered to the Plaintiff the UIM limits of \$75,000.00 specified on the declarations page of the policy, and BITCO denies that any additional coverage amount is available.

Plaintiff seeks additional UIM coverage up to the liability limits of the policy. Plaintiff alleges that BITCO did not make a meaningful offer of UIM coverage to Seckinger because the form signed by Seckinger rejecting additional UIM coverage contained typographical inconsistencies as to the labeling of the coverage being accepted or rejected. Plaintiff argues that these typographical errors result in the offer failing to comply with S.C. Code Ann. § 38–77–350, justifying reformation of the policy to provide coverage limits of one million dollars.

BITCO denies that there is legal basis for reforming the policy to provide the additional limits. BITCO contends that Seckinger fully understood and knowingly rejected the offer of additional UIM coverage above the \$75,000.00 UIM policy limit, as set forth in the affidavit of Jeanne Seckinger, the Treasurer of Seckinger who procured the policy, and the affidavit of Donnie Watts, the insurance agent who worked with Jeanne Seckinger to obtain the policy from BITCO, both of which affidavits are being filed in support of this motion.

BITCO will show that the Plaintiff's argument must fail because an offer of UIM coverage does not violate South Carolina law simply by failing to be identical with the form prescribed in S.C. Code Ann. § 38–77–350. Where the facts show that the insurer in fact made

known to the insured the coverage options available by law, and insured understood those options and knowingly chose to reject the offer of additional coverage, then there is no violation of law or legal basis for policy reformation.

POLICY HISTORY

Beginning in October of 2016, BITCO began providing obtained through the Palmetto State Insurance Agency a series of Business Automobile Policies. For each of these four policy years, covering the period October 1, 2016 to October 1, 2020, BITCO offered and Seckinger elected to receive underinsured motorist coverage with one million dollar limits, the same as the liability limits under the policy. *See* Seckinger Affidavit, par. 7; Watts Affidavit, par. 4.

Beginning with the policy period from October 1, 2020, to October 1, 2021, and for each year thereafter, Seckinger elected to reduce its UIM coverage limits to \$75,000.00, and responded to the offers of coverage from BITCO by designating UIM coverage to limits of \$75,000.00, rather than one million dollars previously provided. *See* Seckinger Affidavit, par. 8; Watts Affidavit, par. 5.

Policy CAP 3734984, effective October 1, 2023 to October 1, 2024, was the policy in effect on the date that the Williams motor vehicle collision occurred. In the application process for this policy, Seckinger again requested, and BITCO again agreed to provide, underinsured motorist limits of \$75,000.00. *See* Seckinger Affidavit, par. 10; Watts Affidavit, par. 6.

Policy CAP 3734984 was provided using form AF-2114 (10/18), adapted by BITCO to contain the terms approved by the South Carolina Department of Insurance for use in offering mandatory and optional automobile insurance coverages. Pages 1 and 2 of Form AF-2114 are entitled “State of South Carolina Department of Insurance SDCOI Form Number 2006 [Revised January 1, 2007] – Offer of Additional Uninsured Motorist Coverage And Optional Underinsured Motorist Coverage.” Copies of this form are attached to both the affidavits of

Jeannie Seckinger and of Donnie Watts as Exhibit A.

This form, as written and prescribed by the South Carolina Department of Insurance, explains in detail the nature and effect of the purchase of mandatory liability insurance and optional uninsured and underinsured coverages. The explanatory text of this page form is in all significant respects as prescribed by the State of South Carolina Department of Insurance, and includes the following:

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 \$75,000 of combined single limits. 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 \$75,000. There is a \$200 deductible for uninsured property damages claims.

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

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

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

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

Page three of Form AF-2114 for the Policy CAP 3734984 (Exhibit A of the Seckinger and Watts affidavits) is entitled **“Offer of Additional Uninsured Motorist Coverage.”** This page describes the additional premium which would be charged for various levels of uninsured motorist coverage based on numbers of vehicles and policy limit options. This page contains a signature block, consistent with the page header, asking “Do you wish to purchase additional uninsured motorist coverage?” A responsive “X” was placed in the answer for “No,” and the form was electronically signed on behalf of Seckinger by Jeanne Seckinger. Consistent with the answer of “No,” the following line as to the amount of additional uninsured motorist coverage requested was left blank. As a result, Seckinger purchased no Additional Uninsured Motorist Coverage, and Policy CAP 3734984 provided no uninsured motorist coverage beyond the \$75,000.00 uninsured motorist limits stated as being automatically provided.

Page four of Form AF-2114 (as attached to Exhibit A of the Seckinger and Watts affidavits) is entitled **“Offer of Optional Underinsured Motorist Coverage.”** This page describes the additional premium which would be charged for various levels of underinsured motorist coverage based on various numbers of vehicles and policy limit options. Like the previous page, this page also contains a signature block, but in a typographical error that is inconsistent with the page header, repeats the same question asked on the previous page, that is, “Do you wish to purchase additional uninsured motorist coverage?” An “X” was placed in the

answer for “No,” and the form was electronically signed on behalf of Seckinger by Jeanne Seckinger. Consistent with the answer of “No,” the following line as to the amount of optional underinsured motorist coverage requested was left blank. Based on this form, Policy CAP 3734984 was issued to Seckinger with a Declarations Page providing \$75,000.00 in UIM coverage. *See* Exhibit B of the Seckinger and Watts affidavits.

Page five of Form AF-2114 (Exhibit A of the Seckinger and Watts affidavits) is entitled “Applicant’s Acknowledgement,” and provides that the applicant acknowledges reading (or having read to them) the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. The acknowledgement further provides that the applicant understands the coverages as they have been explained, and that the type and amount of coverage marked on the preceding pages have been selected by the applicant and is what the applicant wishes to purchase. This page contains a signature block, dated 11/28/23, which was also signed by Jeanne Seckinger. *See* Seckinger Affidavit, par. 13.

Jeanne Seckinger, Treasurer of Seckinger Forest Products, is an experienced, knowledgeable, and sophisticated purchaser of insurance. She is a Certified Public Accountant, a member of the South Carolina Association of CPAs, a member of the Society of Human Resource Management and the Association of Legal Administrators. She has over twenty years of experience in administration of law firms, having served as a Chief Financial Officer at a local law firm since 1999. She has operated Seckinger Forest Products along with her husband for over thirty years, since 1991. This background is attested to in paragraphs 2-6 of the Seckinger affidavit, and paragraph 3 of the Watts affidavit.

Jeanne Seckinger further attests that in selecting the limits of insurance in issue in this case she was fully aware of the various coverage options available to her, including the option of purchasing underinsured motorist coverage up to the full limits of liability coverage she was purchasing. She states in paragraph nine through eleven of her affidavit:

9. I was fully aware that BITCO was offering to us underinsured and uninsured limits that matched our full liability coverage using forms such as the attached "Exhibit A." I was also aware of the specific premiums that would be charged for additional coverage, as explained on page 4 of the form entitled "Offer of Optional Underinsured Coverage." That form explained to me that minimum limits of \$75,000.00 were automatically provided by the policy, but that I had the option of purchasing additional limits including \$250,000.00, \$500,000.00, and \$1,000,000.00. I spoke about our options with Mr. Watts, who I consider to be a personal friend and valued business associate, and using my own ample experience and knowledge as to how these coverages worked, and as I had done for each year before this since 2020, I processed all paperwork that was requested of me with the intent to obtain underinsured limits of \$75,000.00.

10. In October of 2023, Seckinger renewed its coverage with BITCO, under Policy CAP 3734984. That was the policy in effect when Mr. Williams was involved in his collision. In the application process for this policy, I again requested, and understood that I was purchasing for Seckinger underinsured motorist limits of \$75,000.00.

11. In reviewing this situation, I see that our policy contained the attached Exhibit A, form number AF-2114 (10/18). I have read the lengthy explanation of available coverages provided by South Carolina law on pages one and two of the AF-2114, including underinsured coverages. This description of the ability to purchase underinsured coverage up to the same liability limits of the policy is something I have understood for many years before this before purchasing this policy. I had no questions or concerns about this in my discussions with Mr. Watts, as agent of BITCO, in obtaining the policy for us, and in all my discussions with Mr. Watts about the policy renewal, I was aware in our discussions that additional underinsured coverage was available.

As to the error on the signature line for the underinsured coverage, Jeanne Seckinger states beginning in paragraph twelve of her affidavit that the error on the form caused her no confusion, and that she did not even notice its presence until this dispute arose:

12. I have been made aware as a result of this litigation that on page 4 of Form AF-2114 there is a discrepancy between the title "Offer of Optional Underinsured Motorist Coverage," and the signature block, which states "Do you wish to purchase additional uninsured motorist coverage?" Prior to this current controversy, I do not recall noticing that the question did not match the title of the page, and I presumed that what I was signing was a rejection

of additional uninsured coverage above the \$75,000 minimum required by BITCO. I electronically signed the form indicating “NO” with the intent that I was rejecting additional underinsured coverage. For that reason, I left the following line blank, as I did not intend to purchase any additional underinsured coverage above the minimum of \$75,000.00.

...

14. At no time was I confused by the form AF-2114 or by my coverage options for buying insurance from BITCO. As stated above, it was our business decision starting in 2020 to only purchase the minimum limits of \$75,000.00 in coverage. Until this dispute arose, I had no idea that the form had any typos on it, and those did not affect my decision-making in any way.

In addition to considering her signature on page four of the form to be a rejection of optional underinsured motorist coverage, Jeanne Seckinger states in paragraph thirteen that she intended her signature on page five of the form to be additional confirmation of her purchase of \$75,000.00 in UIM limits:

13. On page 5 of the form AF-2114 the title is “Applicant’s Acknowledgement.” I understood this page to be the place for me to indicate that I had read the entire form and understood the coverage possibilities and my choices for additional underinsured coverage. I also signed this page, and my intent in signing both this page and the entire form was to indicate that I understood that Seckinger had the right to purchase additional limits of coverage up to the liability limits of the policy of \$1,000,000 but that we only wanted to purchase the minimum limits of underinsured coverage in the amount of seventy-five thousand dollars.

As further evidence that the selection of \$75,000.00 in UIM limits was not accidental or the result of confusion or lack of knowledge about her options, Seckinger explains in paragraph six of her affidavit that the lowered limits after 2020 was grounded in her business decision that the \$75,000.00 UIM limits, combined with the workers compensation coverage also in effect, was sufficient for the needs of her business:

6. The logging industry in which Seckinger is engaged requires the use of costly machinery and the employment of workers who expose themselves to considerable dangers in cutting and felling trees and processing timber for harvest and transportation to lumber mills. Both my husband and son

perform timber work personally and I make sure that both they and our other employers are protected with adequate insurance, including workers compensation, liability coverage and disability coverage that will protect them when injured by uninsured or underinsured motorists. At the time that we purchased the policy in issue in this case, and through the present purchasing of our policies, I made the decision that combined with disability and worker's compensation coverage, \$75,000.00 was an adequate amount of underinsured and uninsured coverage.

Seckinger states that she still believes that \$75,000.00 is the appropriate UIM coverage for her business, and that she continues to make this same limits selection today, even after the events of this litigation:

15. When the dispute arose, I reviewed the facts of this matter and have found no reason to change any of the decisions we have made regarding insurance coverage. The coverage we requested was not considered lightly, because all of our valued employees, including my family members, are affected by the coverage limits that we purchase. In order to keep our company viable and remain in business, however, we cannot afford to purchase coverages that we believe are unnecessary. For that reason, when our policy came up for renewal after this controversy, we maintained our previous decision and reaffirmed our decision to purchase only the minimum required limits of \$75,000.00. Seckinger believes that the policy was issued correctly with \$75,000.00 underinsured limits, and while we value and appreciate our employee James Williams, we do not agree with the request to reform the policy to provide additional underinsured limits, as that was never our intention.

These statements by Jeanne Seckinger are supported by the testimony of her insurance agent, Donnie Watts, of Palmetto States Insurance. Mr. Watts attests that he is an experienced insurance agent of more than thirty years (Watts Affidavit par. 2), that he has worked personally with the Jeanne Seckinger and her husband, for most of that same period as both a client and a personal friend (Watts Affidavit par. 3), that he personally discussed with the Seckingers about the option of lowering or retaining their prior UIM coverage limits, and that after this question about the format of the selection form was raised in this matter he has discussed the matter with Seckinger and confirmed both that Seckinger understood the coverage options available to it and

wished to continue receiving the same \$75,000.00 in UIM limits. (Watts Affidavit par. 10)

DISCUSSION

BITCO contends that the above-referenced sequence of events constitutes a meaningful offer of additional underinsured insurance, and that there is no legal basis for reformation of the policy limits. Seckinger knowingly reduced its underinsured coverage to \$75,000 beginning with the policy period of October 1, 2020, to October 1, 2021. For each year thereafter, including not only the year of the collision in issue, but the year after the collision in issue, Seckinger chose to renew its policies with the same \$75,000.00 in UIM coverage.

The two cases of *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010) and *Ray v. Austin*, 388 S.C. 605, 698 S.E.2d 208 (S.C. 2010), both handed down by the South Carolina Supreme Court on the same day in 2010, are controlling in this matter.¹

In *Grinnell*, the insured driver was an employee of Grinnell, and was injured in an automobile accident while driving a vehicle owned by his employer. Grinnell had rejected UIM coverage on its vehicles when purchasing auto insurance. Wood, the insured driver, claimed that Grinnell's carrier had not made a meaningful offer of UIM coverage to Grinnell and sought reformation of the policy.

The *Grinnell* Court first examined South Carolina law regarding meaningful offers of UIM coverage. S.C. Code Ann. § 38–77–160 requires an insurer to offer UM and UIM coverage to the insured. An insurer's offer of UM and UIM coverage must be "meaningful." See *Floyd v. Nationwide Mut. Ins. Co.*, 367 S.C. 253, 262–63, 626 S.E.2d 6, 12 (2005). Critically, "[t]he purpose of requiring automobile insurers to make a meaningful offer of additional UM or UIM

¹ See also the unpublished opinion in *McWhite v. ACE Am. Ins. Co.*, 412 F. App'x 584, 591 (4th Cir. 2011) ("Applying South Carolina's precedents, we decline to 'reach the absurd result of reforming the insurance policy to give [Ahold] coverage it understood, did not want, and clearly rejected.'").

coverage ‘is for insureds to know their options and to make an informed decision as to which amount of coverage will best suit their needs.’” *Id.* (citing *Progressive Cas. Ins. Co. v. Leachman*, 362 S.C. 344, 352, 608 S.E.2d 569, 573 (2005)). All law with respect to a meaningful offer of additional UM and UIM coverage must be applied so as to effectuate this stated purpose.

In *State Farm Mutual Automobile Insurance Co. v. Wannamaker*, 291 S.C. 518, 354 S.E.2d 555 (1987), the Supreme Court set forth a four-part test that is applied to determine whether an offer of UM and UIM was meaningful. *See Wannamaker*, 291 S.C. at 521, 354 S.E.2d at 556. The four criteria an insurer must meet in order for the offer to be considered meaningful are:

- (1) the insurer’s notification process must be commercially reasonable, whether oral or in writing;
- (2) the insurer must specify the limits of optional coverage and not merely offer additional coverage in general terms;
- (3) the insurer must intelligibly advise the insured of the nature of the optional coverage; and
- (4) the insured must be told that optional coverages are available for an additional premium.

Id. at 521, 354 S.E.2d at 556.

In response to the *Wannamaker* decision, the South Carolina General Assembly enacted S.C. Code Ann. § 38–77–350, which establishes certain requirements for forms used by insurers in making offers of optional insurance coverages. Section 38–77–350(A) states:

The director or his designee shall approve a form that automobile insurers shall use in offering optional coverages required to be offered pursuant to law to applicants for automobile insurance policies. This form must be used by insurers for all new applicants. The form, at a minimum, must provide for each optional coverage required to be offered:

- (1) a brief and concise explanation of the coverage;
- (2) a list of available limits and the range of premiums for the limits;
- (3) a space for the insured to mark whether the insured chooses to accept or reject the coverage and a space for the insured to select the limits of coverage he desires;
- (4) a space for the insured to sign the form which acknowledges that he has been offered the optional coverages;
- (5) the mailing address and telephone number of the Insurance Department which the

applicant may contact if the applicant has any questions that the insurance agent is unable to answer.
S.C. Code Ann. § 38–77–350(A).

If the insurer’s form complies with these requirements, section 38–77–350(B) provides a conclusive presumption in favor of the insurer that the insured made a knowing waiver of the option to purchase additional coverage.

Nonetheless, failure to comply with section 38–77–350(A) does not automatically require judicial reformation of a policy. Rather, even where an insured is not entitled to the presumption that it made a meaningful offer, it may prove the sufficiency of its offer by showing that it complied with *Wannamaker*. See *Croft v. Old Republic Ins. Co.*, 365 S.C. 402, 420, 618 S.E.2d 909, 918 (2005) (holding whether a meaningful offer was made depends on the facts and circumstances of a particular case). Further, “evidence of the insured’s knowledge or level of sophistication is relevant and admissible when analyzing, under *Wannamaker*, whether an insurer intelligibly advised the insured of the nature of the optional UM or UIM coverage.” *Id.* “One who is ignorant and unwary might require more explanation than a sophisticated applicant.” *Anders v. S.C. Farm Bureau Mut. Ins. Co.*, 307 S.C. 371, 376, 415 S.E.2d 406, 409 (Ct. App.1992); *Ray v. Austin*, 388 S.C. 605, 698 S.E.2d 208 (Ct. App. 2010).

The *Grinnell* Court further explained,

As stated previously, the requirement of a meaningful offer of additional UM and UIM coverage is intended to protect an insured. A meaningful offer of additional UM and UIM makes as certain as possible that an insured has actual knowledge of his options with respect to such coverages and is therefore able to make an informed decision with respect to his desired coverage. *Floyd*, 367 S.C. at 262–63, 626 S.E.2d at 12 (citing *Progressive Cas. Ins. Co.*, 362 S.C. at 352, 608 S.E.2d at 573 (“The purpose of requiring automobile insurers to make a meaningful offer of additional UM or UIM coverage ‘is for insureds to know their options and to make an informed decision as to which amount of coverage will best suit their needs.’ ”)).

Grinnell, 698 S.E.2d at 800.

In *Grinnell*, the policy of insurance was procured Goetz, the Vice President of Risk Management for Tyco and its subsidiaries. Goetz had worked in Risk Management at Tyco for over 20 years. The procurement of automobile policies for the company and its subsidiaries had been part of his job description since he began employment with Tyco, and he considered himself to be a sophisticated buyer of insurance.

Goetz testified that at the renewal meetings he specifically discussed Tyco's desire to limit optional UM and UIM coverage within the policies across all states. At the time of the execution of the policy at issue, Goetz was fully aware of the options related to UM and UIM coverage. Goetz understood that in South Carolina he could purchase UM and UIM coverage up to liability limits. However, Goetz intended to decline optional UM and UIM coverage as part of his risk management strategy for Tyco. Goetz did not want optional UM and UIM coverage because it would have exposed Tyco to unwanted additional premiums. Additionally, Goetz surmised that the individuals most likely to make UM or UIM claims would be employees, thus covered by workers' compensation for any actual injury. *Grinnell*, 698 S.E.2d at 798. Despite Goetz's expressed desire to decline optional UM and UIM coverage, he admittedly failed to correctly execute the denial form. Additionally, the form did not comply with S.C. Code Ann. § 38-77-350(A).

In rejecting Wood's request that the policy be reformed to include UIM coverage, the *Grinnell* Court stated:

However, the record presented in this case is replete with uncontroverted evidence that the insured knew its options with respect to additional UM and UIM coverage in South Carolina and made an informed decision as to the amount of coverage that best suited its needs. Because Goetz testified that he knew his options with respect to additional UM and UIM coverage in South Carolina and knowingly declined the offer, the court of appeals decision creates an absurd result.

Therefore, given the facts of this case with respect to the parties' level of sophistication, we find that American Home made a meaningful offer of additional UM and UIM coverage to Grinnell.

Grinnell, 698 S.E.2d at. 800.

The case of *Ray v. Austin*, 388 S.C. 605, 698 S.E.2d 208 (S.C. 2010) is likewise on point and determinative. In *Ray*, Cintas Corporation purchased an auto policy through its insurance broker from Lumbermens Mutual Insurance Company (“Lumbermens”), rejecting optional UIM coverage in the process. Cintas had adopted the risk management strategy of declining uninsured motorist coverage (UM) and UIM in states where such coverage was not required. For states mandating coverage, Cintas purchased the minimum amount required by law. According to Cintas, Cintas implemented this strategy because it obtained other insurance, namely workers' compensation, to cover injuries sustained by employees while driving vehicles owned by Cintas. *Id.* at 210.

Cintas met with its broker to renew its auto policy. Consistent with Cintas's risk management strategy, Ryan rejected UM and UIM coverage in states where coverage was not required and purchased the minimum amount required by law in states mandating coverage. *Id.*

In addition to meeting with the broker, Cintas was also presented a Lumbermens offer form that fully explained the nature of UIM coverage and the ability to purchase UIM coverage up to the level of liability coverage for an additional premium. On page three, the form contained blank lines for the insurance company to fill in commonly sold limits of UIM coverage along with increases in premium for the selection of such coverage. In the form issued to Ryan, Lumbermens failed to fill in the blanks. Also, on page three, the form asked, “[d]o you wish to purchase underinsured motorist coverage?” During Ryan's deposition, he offered conflicting testimony as to whether he personally checked the “no” box next to this question. Ryan also failed to sign under the “no” box as required by the form. However, Ryan signed the very last page of the form. By signing, Ryan acknowledged he had read the offers of UM and UIM coverage and indicated whether he wished to receive such coverage in the space provided. *Id.* at

211.

In finding Lumbermens made a meaningful offer of UIM, the *Ray* court explained as follows:

The only remaining element to analyze under *Wannamaker* is whether Lumbermens specified the limits of UIM coverage and did not merely offer such coverage in general terms. Lumbermens contends it satisfied this prong of the *Wannamaker* test by advising Cintas of its option to purchase UIM coverage “up to the limits of liability coverage.” If we were to find that such a general statement satisfied this prong of the *Wannamaker* test, we would essentially do away with this element altogether. On the other hand, if we were to find Lumbermens failed to make a meaningful offer of UIM coverage because it failed to offer coverage in more specific terms, we would reach the absurd result of reforming the insurance policy to give Cintas coverage it understood, did not want, and clearly rejected. Moreover, in reaching this absurd result, we would turn the policy objective behind the meaningful offer requirement in *Wannamaker* on its head.

We refuse to apply the Wannamaker factors in a manner that contravenes the very purpose behind the meaningful offer requirement. The clear purpose of the meaningful offer requirement is to protect insureds—to give them the opportunity “to know their options and to make an informed decision as to which amount of coverage will best suit their needs.” *Floyd*, 367 S.C. at 262–63, 626 S.E.2d at 12 (internal quotation omitted). In this case, there can be no doubt that Lumbermens informed Cintas of its option to purchase UIM coverage. Lumbermens explained to Cintas the nature of UIM.

***Id.* at 213.²**

The facts regarding the rejection of the UIM offer in *Grinnell* and *Ray* are almost identical with the facts of the case currently before the court. As set forth in detail previously in this memorandum, Seckinger’s insurance was handled by an experienced officer of the corporation purchasing automobile insurance through an experienced broker of insurance who

² Justice Pleicones wrote concurring opinions in both *Ray* and *Grinnell*. He believes the examination of the *Wannamaker* factors in cases such as ours is completely unnecessary. “The purpose of requiring a meaningful offer is to protect the insured. *See Progressive Cas. Ins. Co. v. Leachman*, 362 S.C. 344, 608 S.E.2d 569 (2005). In my view, a declaration by the insured that it made its decision, knowing all of its options, ends the inquiry.”

knew the insured's business very well. Seckinger was well aware of the fact, which was discussed with Watts and actually purchased for the first several policy years, that it had the option to purchase additional UM and UIM coverage at any level up to the level of liability limits.

In 2000, Seckinger knowingly and deliberately reduced its UM and UIM coverage to the minimum offered by BITCO because it believed that this amount of coverage, combined with worker's compensation coverage it was also purchasing, was adequate for its needs. For each year thereafter, including the year in which the collision in this case occurred and thereafter as well, Seckinger affirmed its coverage limits on forms provided by BITCO. These offer forms clearly explained the nature of UM and UIM coverage, and Seckinger was fully aware that she had the ability to purchase UIM coverage in any amount up to the liability limits for an additional premium.

Under the precedent established in *Ray* and *Grinnell* there is no legal basis for reforming the policy as requested by the plaintiff here. The explanation given on the form used by BITCO containing an explanation of UIM coverage and the ability to purchase UIM coverage has repeatedly been found to be commercially reasonable. *See, Cohen v. Progressive N. Ins. Co.*, 402 S.C. 66, 70, 737 S.E.2d 869, 871 (Ct. App. 2013). The BITCO form specifies the details and coverage terms of optional coverage, and does not merely offer additional coverage in general terms. The form intelligibly advises the insured of the nature of the optional coverage, and the form informs the insured that optional coverages are available for an additional premium. While the typo on the signature line does exist, Seckinger testifies that this did not affect her understanding, per the title of the form on the same page, that she was rejecting the purchase of additional UIM coverage above the \$75,000.00 minimum.

In short, Seckinger is a sophisticated buyer of insurance and made an intelligent business decision to reject optional UIM coverage. The errors on the form AF-2114 were not a factor in

Seckinger's decision-making, and Seckinger has affirmed its view of the reasonableness of its decision by continuing to decline additional UIM coverage even after the current controversy arose. Jeanne Seckinger states in paragraph 15 of her affidavit:

Seckinger believes that the policy was issued correctly with \$75,000.00 underinsured limits, and while we value and appreciate our employee James Williams, we do not agree with the request to reform the policy to provide additional underinsured limits, as that was never our intention.

Seckinger Affidavit, par. 15.

To force BITCO and Seckinger to reform this policy to include coverage that Seckinger knowingly rejected, and made the business decision to reject for years prior to and after this coverage period would be an absurd result, just as it would have been in *Ray* and *Grinnell*, where the court explained its reasoning in a way that clearly applies to the present facts:

The only remaining element to analyze under *Wannamaker* is whether Lumbermens specified the limits of UIM coverage and did not merely offer such coverage in general terms. Lumbermens contends it satisfied this prong of the *Wannamaker* test by advising Cintas of its option to purchase UIM coverage “up to the limits of liability coverage.” If we were to find that such a general statement satisfied this prong of the *Wannamaker* test, we would essentially do away with this element altogether. On the other hand, if we were to find Lumbermens failed to make a meaningful offer of UIM coverage because it failed to offer coverage in more specific terms, we would reach the absurd result of reforming the insurance policy to give Cintas coverage it understood, did not want, and clearly rejected. Moreover, in reaching this absurd result, we would turn the policy objective behind the meaningful offer requirement in *Wannamaker* on its head.

We refuse to apply the *Wannamaker* factors in a manner that contravenes the very purpose behind the meaningful offer requirement. The clear purpose of the meaningful offer requirement is to protect insureds – to give them the opportunity “to know their options and to make an informed decision as to which amount of coverage will best suit their needs.” *Floyd*, 367 S.C. at 262-63, 626 S.E.2d at 12 (internal quotation omitted). In this case, there can be no doubt that Lumbermens informed Cintas of its option to purchase UIM coverage. Lumbermens explained to Cintas the nature of UIM coverage through oral discussions and in writing. During Ryan's deposition, he confirmed that Purtell informed him of the availability of UIM coverage. Ryan stated, “[w]e [he and Purtell] would talk about whether we wanted to buy any additional coverage. Of course, our stance was no. We knew that

additional coverage had additional cost associated with it.” The facts of this case reveal that Cintas made a business decision to refuse UIM coverage. Cintas made this decision with full awareness of the nature of the coverage it was rejecting. Accordingly, we find Lumbermens made a meaningful offer of UIM coverage to Cintas.

CONCLUSION

While the UIM offer form in this case had a error in the signature line, that error caused no confusion or misunderstanding as to the options available to the insured and to the insured’s selection of UIM limits. Even if the court were to determine that the form as written was insufficient under S.C. Code Ann. § 38–77–350(A), the law of *Wannamaker* and *Ray* and *Grinnell* clearly apply and mandate a finding that the applicable underinsured policy limit in this matter is \$75,000.00.

Based upon the foregoing discussion, evidence in the record and South Carolina law, BITCO requests that the Court grant its motion for summary judgment declaring that BITCO made a meaningful offer of UIM coverage as a matter of law, that the Plaintiff is not entitled to reformation of the insurance policy, and that the UIM limits available to Plaintiff in this matter are \$75,000.00.

Respectfully submitted,

HUNTER & FOSTER, PA

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Attorneys for Defendant BITCO General Insurance Corporation

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CA: 2025-CP-25-00032
	)	
James Williams,	)	
	)	
Plaintiff,	)	
	)	AFFIDAVIT OF JEANNE SECKINGER
vs.	)	
	)	
Bitco General Insurance Corporation and	)	
Seckinger Forest Products, Inc.	)	
	)	
Defendants.	)	
	)	
	)	

PERSONALLY appeared before me, Jeanne Seckinger, who first being duly sworn, deposes and states:

1. I am over the age of eighteen and I am competent to attest to the facts in this affidavit.
2. I am a Certified Public Accountant and a member of the South Carolina Association of CPAs. I am a member of the Society of Human Resource Management and the Association of Legal Administrators. I have over twenty years of experience in administration of law firms, and I have served as a Chief Financial Officer at a local law firm since 1999. I have also participated in the Hampton County Assistance Fund and "Log-A-Load For Kids."
3. Along with my husband, I have operated Seckinger Forest Products, Inc., since 1991, where my son Jared is also employed. I have held the position of Treasurer with Seckinger Forest Products since 1991.

4. I have been purchasing all types of insurance, including auto insurance, for Seckinger Forest Products for over twenty years. During that time, I have worked closely with Donnie Watts of Palmetto State Insurance located in Lexington, South Carolina.

5. I consider myself to be an intelligent and sophisticated purchaser of insurance, and I am constantly weighing and balancing issues of the amount and types of insurance coverage to purchase individually, for Seckinger Forest Products, and in my professional work. I am very familiar with the nature and purpose of uninsured motorist and underinsured motorist coverage, and with the fact that South Carolina has legal requirements regarding what types and amounts of coverages must be offered.

6. The logging industry in which Seckinger is engaged requires the use of costly machinery and the employment of workers who expose themselves to considerable dangers in cutting and felling trees and processing timber for harvest and transportation to lumber mills. Both my husband and son perform timber work personally and I make sure that both they and our other employers are protected with adequate insurance, including workers compensation, liability coverage and disability coverage that will protect them when injured by uninsured or underinsured motorists. At the time that we purchased the policy in issue in this case, and through the present purchasing of our policies, I made the decision that combined with disability and worker's compensation coverage, \$75,000.00 was an adequate amount of underinsured and uninsured coverage.

7. Beginning in October of 2016, Seckinger Forest Products began obtaining insurance coverage with Bitco Insurance Company through the Palmetto State Insurance Agency. As to our automobile coverage, for four policy years, from October 1, 2016 to October 1, 2020, Seckinger elected to purchase underinsured/uninsured motorist coverage with one million dollar limits, the same as the liability limits under the policy.

8. As the years have passed, costs have risen, and competitive pressures have mounted. After review of our insurance picture, my husband and I decided on behalf of Seckinger that our family and our employees were protected sufficiently if we purchased disability coverage and workers compensation insurance along with the minimum limits of uninsured/underinsured coverage that BITCO offered, in the amount of seventy-five thousand dollars. As a result, beginning with the policy period from October 1, 2020, to October 1, 2021, and for each year thereafter, Seckinger responded to the offers of coverage from BITCO by electing to purchase underinsured motorist coverage of \$75,000.00, which was the minimum BITCO offered, rather than one million dollars we had previously purchased. This change was made for economic reasons alone. I was fully aware that BITCO continued to offer higher limits if we chose to purchase them. Not only was I personally aware of the availability of more coverage, but I reviewed the forms which BITCO provided, and spoke with Donnie Watts at length each renewal period about our insurance selections.

9. I was fully aware that BITCO was offering to us underinsured and uninsured limits that matched our full liability coverage using forms such as the attached "Exhibit A." I was also aware of the specific premiums that would be charged for additional coverage, as explained on page 4 of the form entitled "Offer of Optional Underinsured Coverage." That form explained to me that minimum limits of \$75,000.00 were automatically provided by the policy, but that I had the option of purchasing additional limits including \$250,000.00, \$500,000.00, and \$1,000,000.00. I spoke about our options with Mr. Watts, who I consider to be a personal friend and valued business associate, and using my own ample experience and knowledge as to how these coverages worked, and as I had done for each year before this since 2020, I processed all paperwork that was requested of me with the intent to obtain underinsured limits of \$75,000.00.

10. In October of 2023, Seckinger renewed its coverage with BITCO, under Policy CAP 3734984. That was the policy in effect when Mr. Williams was involved in his collision. In the application process for this policy, I again requested, and understood that I was purchasing for Seckinger underinsured motorist limits of \$75,000.00.

11. In reviewing this situation, I see that our policy contained the attached Exhibit A, form number AF-2114 (10/18). I have read the lengthy explanation of available coverages provided by South Carolina law on pages one and two of the AF-2114, including underinsured coverages. This description of the ability to purchase underinsured coverage up to the same liability limits of the policy is something I have understood for many years before this before purchasing this policy. I had no questions or concerns about this in my discussions with Mr. Watts, as agent of BITCO, in obtaining the policy for us, and in all my discussions with Mr. Watts about the policy renewal, I was aware in our discussions that additional underinsured coverage was available.

12. I have been made aware as a result of this litigation that on page 4 of Form AF-2114 there is a discrepancy between the title "Offer of Optional Underinsured Motorist Coverage," and the signature block, which states "Do you wish to purchase additional uninsured motorist coverage?" Prior to this current controversy, I do not recall noticing that the question did not match the title of the page, and I presumed that what I was signing was a rejection of additional uninsured coverage above the \$75,000 minimum required by BITCO. I electronically signed the form indicating "NO" with the intent that I was rejecting additional underinsured coverage. For that reason, I left the following line blank, as I did not intend to purchase any additional underinsured coverage above the minimum of \$75,000.00.

13. On page 5 of the form AF-2114 the title is "Applicant's Acknowledgement." I understood this page to be the place for me to indicate that I had read the entire form and

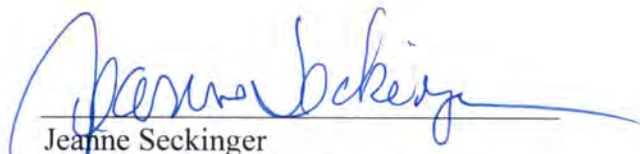
understood the coverage possibilities and my choices for additional underinsured coverage. I also signed this page, and my intent in signing both this page and the entire form was to indicate that I understood that Seckinger had the right to purchase additional limits of coverage up to the liability limits of the policy of \$1,000,000 but that we only wanted to purchase the minimum limits of underinsured coverage in the amount of seventy five thousand dollars.

14. At no time was I confused by the form AF-2114 or by my coverage options for buying insurance from BITCO. As stated above, it was our business decision starting in 2020 to only purchase the minimum limits of \$75,000.00 in coverage. Until this dispute arose, I had no idea that the form had any typos on it, and those did not affect my decision-making in any way.

15. When the dispute arose, I reviewed the facts of this matter and have found no reason to change any of the decisions we have made regarding insurance coverage. The coverage we requested was not considered lightly, because all of our valued employees, including my family members, are affected by the coverage limits that we purchase. In order to keep our company viable and remain in business, however, we cannot afford to purchase coverages that we believe are unnecessary. For that reason, when our policy came up for renewal after this controversy, we maintained our previous decision and reaffirmed our decision to purchase only the minimum required limits of \$75,000.00. Seckinger believes that the policy was issued correctly with \$75,000.00 underinsured limits, and while we value and appreciate our employee James Williams, we do not agree with the request to reform the policy to provide additional underinsured limits, as that was never our intention.

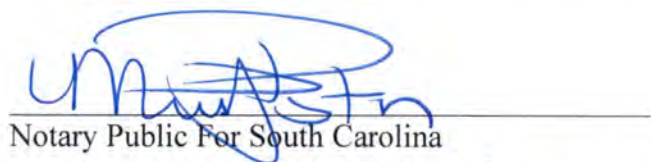
16. I am attaching to this affidavit as Exhibit A, a copy of the form which I signed in October of 2023. Exhibit B is a copy of the declarations page for our policy listing the \$75,000.00 in underinsured limits. I understood the Exhibit A to be a full explanation of the coverages that were available to Seckinger, and I understood my responses to the form to be that I was declining

any additional uninsured/ underinsured coverage, and that for those coverages I was requesting seventy-five thousand dollars limits, as is shown on the Exhibit B declarations page.


Jeanne Seckinger
Seckinger Forest Products Inc

SWORN TO AND SUBSCRIBED BEFORE ME

This 16th day of April, 2025


Notary Public For South Carolina

My Commission Expires: 05/19/2025



EXHIBIT A Page 1

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

STATE OF SOUTH CAROLINA DEPARTMENT OF INSURANCE
SCDOI FORM NUMBER 2006
[REVISED JANUARY 1, 2007]

OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE
AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

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

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least \$75,000 of combined single limits. 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 \$75,000. There is a \$200 deductible for uninsured property damages claims.

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

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

Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible

AF-2114 (10/18)

Page 1 of 5

10/10/23



ELECTRONICALLY FILED - 2025 Apr 22 10:06 AM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

ROA 198

EXHIBIT A Page 2

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

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 your insurance company or insurance agent within 30 days, your insurance company is required by law to add additional uninsured motorist coverage and optional underinsured motorist coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

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

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

Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street, Suite 1000
Post Office Box 100105, Columbia, South Carolina 29202-3105
(803) 737-6160
(800) 768-3467 E-mail Address: CnsmMail@doi.sc.gov



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PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Policy # CAP 3 734 984

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

(1) Single Limits

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 22.	\$ 26.	\$ 29.	\$ 32.	\$ 36.	\$ 38.
250,000	29.	32.	34.	37.	39.	41.
500,000	32.	35.	37.	39.	41.	42.
1,000,000	35.	37.	39.	40.	43.	44.

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 13.	\$ 16.	\$ 17.	\$ 19.	\$ 21.	\$ 22.
250,000	17.	19.	20.	22.	23.	24.
500,000	19.	21.	22.	23.	24.	25.
1,000,000	21.	22.	23.	23.	25.	26.

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 20.	\$ 11.
250,000	26.	15.
500,000	30.	17.
1,000,000	33.	19.

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

If your answer is "no", you must sign here: X Insured by Jeanne Siskinger

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

_____ I select _____ single limit

EXHIBIT A Page 4

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PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy# CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 45.	\$ 66.	\$ 85.	\$109.	\$140.	\$158.
250,000	84.	107.	125.	145.	169.	183.
500,000	107.	128.	145.	161.	184.	200.
1,000,000	128.	148.	161.	176.	201.	217.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 30.	\$ 44.	\$ 56.	\$ 71.	\$ 92.	\$103.
250,000	55.	70.	82.	95.	110.	120.
500,000	70.	84.	95.	106.	121.	130.
1,000,000	84.	97.	106.	115.	131.	142.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 43.	\$ 28.
250,000	82.	53.
500,000	105.	68.
1,000,000	126.	82.

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

If your answer is "no", you must sign here: x Jeanne Seckinger

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

_____ I select _____ single limit

EXHIBIT A Page 5

DocuSign Envelope ID: 4F8D0F8C-EF7E-44F8-B1ED-6D3CD1AABA90

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Applicant's Acknowledgement

By my signature, I acknowledge that I have read – or I have had read to me – the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under 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: Jeanne Seckinger

Your signature: ☒ Jeanne Seckinger

Your address: _____

Today's date: ☒ 11/28/2023

AF-2114 (10/18)

Page 5 of 5
10/10/23

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ROA 202

EXHIBIT B Page 1

ELECTRONICALLY FILED - 2025 Apr 22 10:06 AM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 734 984 B RENEWAL OF CAP 3 721 871

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company (LLC)

Other: _____

Policy Period: The policy period is from 10-01-23 to 10-01-24 12:01 A.M. Standard Time,
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ [REDACTED]

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

AP-0003 (10/21) Part 1

ROA 203

EXHIBIT B Page 2

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 734 984

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	7,8,9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	
* See ITEM FOUR for hired or borrowed "autos".			Premium for Endorsements \$ [REDACTED]
^ A maximum deductible may also apply. Refer to Coverage Form for details.			State Charges [REDACTED]
			Estimated Deposit Premium \$ [REDACTED]
This Policy May Be Subject To Final Audit.			

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 400,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

James Williams,

Plaintiff,

vs.

Bitco General Insurance Corporation and
Seckinger Forest Products, Inc.

Defendants.

) IN THE COURT OF COMMON PLEAS

)

) CA: 2025-CP-25-00032

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**AFFIDAVIT OF DONALD E. WATTS, JR.
OF PALMETTO STATE INSURANCE
AGENCY, LLC**

PERSONALLY appeared before me, Donald Eugene “Donnie” Watts, Jr., who first being duly sworn, deposes and states:

1. I am over the age of eighteen and I am competent to attest to the facts in this affidavit.

2. I have been in the insurance business since 1995. After some five years as an agent, I obtained my Certified Insurance Counselor designation in 2000. In 2008, I formed the Palmetto State Insurance Agency LLC, where I am still employed

3. I have known Jeanne Seckinger and her husband “Bobo” since 1995. They are highly intelligent people and I consider them to be not only business associates but also close friends. We spend considerable time together and, as with all my clients, I handle their insurance needs personally and make sure that they get the insurance coverage and service that they need. I am aware that Jeanne Seckinger is a CPA and a manager at a law firm, and I consider her to be an extremely knowledgeable and sophisticated purchaser of insurance.

4. I started providing insurance to Seckinger Forest Products in 1995. Around October of 2016, I worked with them to switch their coverage, including auto coverage, to BITCO Insurance. From 2016 to 2020, Seckinger obtained auto coverage with one million dollar limits, including underinsured motorist coverage limits in the same amount.

5. When time came for renewal of their policy in the fall of 2020, I was aware that the Seckingers were concerned about their premium costs and wanted to reduce it if possible. I discussed with them that one option they had was to reduce their uninsured and underinsured coverage to the minimum limits that BITCO offered, which was seventy-five thousand dollars. The Seckingers were aware that they had workers compensation coverage on their drivers, and the Seckingers decided that coverage in connection with the seventy-five thousand in underinsured coverage was sufficient for their needs. As a result, beginning with the policy dated October 1, 2020, and ever since then, the Seckingers have purchased auto policies from BITCO with underinsured motorist coverage limits of \$75,000.00.

6. Policy CAP 3734984, effective October 1, 2023 to October 1, 2024, was the policy in effect on the date of Mr. Williams' collision. I was involved with the Seckingers in the renewal of their policy and I was aware that they intended to purchase seventy-five thousand in underinsured limits, and that is the amount of coverage that I helped them obtain.

6. The policy in question (CAP 3734984) was obtained using a form AF-2114 (10/18) (see attached Exhibit A) which BITCO had adapted from the South Carolina Department of Insurance. Pages 1 and 2 of Form AF-2114 are entitled "State of South Carolina Department of Insurance SDCOI Form Number 2006 [Revised January 1, 2007] – Offer of Additional Uninsured Motorist Coverage And Optional Underinsured Motorist Coverage."

7. This form, as written and prescribed by the South Carolina Department of Insurance, explains in detail the nature and effect of the purchase of mandatory liability insurance

and optional uninsured and underinsured coverages. The explanatory text of this two page form is in all significant respects exactly as prescribed by the State of South Carolina Department of Insurance, and includes the following:

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 \$75,000 of combined single limits. 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 \$75,000. There is a \$200 deductible for uninsured property damages claims.

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

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

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

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

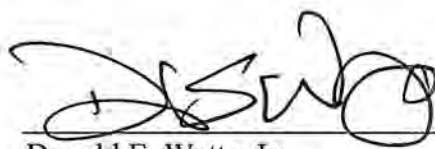
8. Page 4 of Form AF-2114 (Exhibit A, page 4 of 5) is entitled "Offer of Optional Underinsured Motorist Coverage," and describes the additional premium which would be charged for various numbers of vehicles and policy limit options. I am aware now that this page contains a signature block with a typographical error that is inconsistent with the page header. It was my belief at the time, and remains today, that the intent in signing this form "No" and leaving the amount of coverage requested blank was to decline the offer of additional underinsured coverage, and request only the minimum limits of \$75,000.00.

9. Page five of the Form AF-2114 is entitled "Applicant's Acknowledgement," and provides that the applicant acknowledges reading (or having read to them) the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. The acknowledgement further provides that the applicant understands the coverages as they have been explained, and that the type and amount of coverage marked on the preceding pages have been selected by the applicant and is what the applicant wishes to purchase. This page contains a signature block, dated 11/28/2023, which was also signed by Jeanne Seckinger. It was my understanding in processing this application, and it remains my understanding today, that the Seckingers fully understood that they could have purchased one million dollar underinsured limits if they had wished to do so, but that they decline to do so for economic reasons.

10. In the time since this controversy has arisen, I have discussed this issue with Jeanne and Bobo Seckinger several times, and it remains my understanding that since the fall 2020 policy year, the Seckingers have made the business decision that they only wish to purchase seventy-five thousand dollars in underinsured coverage. At no time have they expressed any confusion about the forms or regrets about the decisions they have made, and in fact they have continued to

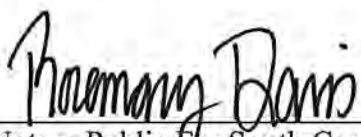
purchase through Palmetto State the same seventy-five thousand in coverage limits that they purchased before this controversy arose. I am confident that Jeanne Seckinger knew at the time that she processed the application documents for the policy in issue in this matter that she had the option to purchase uninsured and underinsured coverage up to the liability limits of the policy.

11. I am attaching as Exhibit A affidavit a copy of the form AF-2114 which was submitted to BITCO as part of the application process in 2023. Exhibit B is a copy of the declarations page for the policy. I was personally involved with Jeanne Seckinger and spoke with her about her coverage options, and I am informed and believe that she and Seckinger Forest Products intended to purchase seventy-five thousand dollars in uninsured and underinsured coverage.



Donald E. Watts, Jr.
Palmetto State Insurance Company
LLC

SWORN TO AND SUBSCRIBED BEFORE ME
This 21st day of April, 2025



Notary Public for South Carolina

My Commission Expires: 2/24/35



EXHIBIT A Page 1

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

STATE OF SOUTH CAROLINA DEPARTMENT OF INSURANCE
SCDOI FORM NUMBER 2006
[REVISED JANUARY 1, 2007]

OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE
AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

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

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least \$75,000 of combined single limits. 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 \$75,000. There is a \$200 deductible for uninsured property damages claims.

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

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

Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy, and your insurance company is required to offer, optional underinsured motorist coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorist coverage which your insurer is authorized to write and for which you are eligible

AF-2114 (10/18)

Page 1 of 5

10/10/23



ROA 210

ELECTRONICALLY FILED - 2025 Apr 22 10:06 AM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

EXHIBIT A Page 2

PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

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 your insurance company or insurance agent within 30 days, your insurance company is required by law to add additional uninsured motorist coverage and optional underinsured motorist coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium.

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

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

Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street, Suite 1000
Post Office Box 100105, Columbia, South Carolina 29202-3105
(803) 737-6160
(800) 768-3467 E-mail Address: CnsmMail@doi.sc.gov

AF-2114 (10/18)

Page 2 of 5
10/10/23



ROA 211

EXHIBIT A Page 3

ELECTRONICALLY FILED - 2025 Apr 22 10:06 AM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

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PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 22.	\$ 26.	\$ 29.	\$ 32.	\$ 36.	\$ 38.
250,000	29.	32.	34.	37.	39.	41.
500,000	32.	35.	37.	39.	41.	42.
1,000,000	35.	37.	39.	40.	43.	44.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 13.	\$ 16.	\$ 17.	\$ 19.	\$ 21.	\$ 22.
250,000	17.	19.	20.	22.	23.	24.
500,000	19.	21.	22.	23.	24.	25.
1,000,000	21.	22.	23.	23.	25.	26.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 20.	\$ 11.
250,000	26.	15.
500,000	30.	17.
1,000,000	33.	19.

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

If your answer is "no", you must sign here: X [Signature]

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

_____ I select _____ single limit

EXHIBIT A Page 4

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PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

Policy # CAP 3 734 984

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$75,000 Combined Single Limit are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

a. Individual Named Insureds and Married Couples

(1) Single Limits

Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 45.	\$ 66.	\$ 85.	\$109.	\$140.	\$158.
250,000	84.	107.	125.	145.	169.	183.
500,000	107.	128.	145.	161.	184.	200.
1,000,000	128.	148.	161.	176.	201.	217.

Other Than Private Passenger Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000	\$ 30.	\$ 44.	\$ 56.	\$ 71.	\$ 92.	\$103.
250,000	55.	70.	82.	95.	110.	120.
500,000	70.	84.	95.	106.	121.	130.
1,000,000	84.	97.	106.	115.	131.	142.

b. Other Than Individual Named Insureds and Married Couples

Limit	Private Passenger Autos	Other Than Private Passenger Autos (Prem. Per Auto)
75,000	\$ 43.	\$ 28.
250,000	82.	53.
500,000	105.	68.
1,000,000	126.	82.

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

If your answer is "no", you must sign here: x Jeanne Seckinger

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

_____ I select _____ single limit

AF-2114 (10/18)

Page 4 of 5
10/10/23

ROA 213

EXHIBIT A Page 5

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PLEASE SIGN AND DATE IN THE INDICATED SPACE BELOW.
PLEASE DETACH AND RETURN.

Named Insured:
SECKINGER FOREST PRODUCTS, INC.

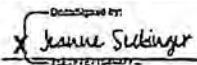
Policy # CAP 3 734 984

Applicant's Acknowledgement

By my signature, I acknowledge that I have read – or I have had read to me – the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under 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: Jeanne Seckinger

Your signature: 

Your address: _____

Today's date: X 11/28/2023

EXHIBIT B Page 1

ELECTRONICALLY FILED - 2025 Apr 22 10:06 AM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

BUSINESS AUTO COVERAGE FORM DECLARATIONS

ITEM ONE

COMPANY: BITCO GENERAL INSURANCE CORPORATION
3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CAP 3 734 984 B RENEWAL OF CAP 3 721 871

The Insured/Mailing address
SECKINGER FOREST PRODUCTS, INC.
P.O. BOX 631
HAMPTON SC 29924

☐ Individual ☐ Partnership

☒ Corporation

☐ Limited Liability Company (LLC)

Other: _____

Policy Period: The policy period is from 10-01-23 to 10-01-24 12:01 A.M. Standard Time.
at the insured's mailing address.

PREMIUM ADJUSTMENT PERIOD: ANNUAL

ESTIMATED DEPOSIT PREMIUM: \$ [REDACTED]

THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

THIS POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PARTS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

Agency:
Countersignature of Authorized Representative
Name:
Title:
Signature: _____
Date:

Insured's Copy

EXHIBIT B Page 2

BUSINESS AUTO COVERAGE FORM DECLARATIONS (Continued)

Part 2

POLICY NUMBER: CAP 3 734 984

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Liability	7,8,9	\$1,000,000	\$ [REDACTED]
Personal Injury (P.I.P.) (or equivalent no-fault cov.)		Separately Stated in Each P.I.P. Endorsement Minus Deductible	
Added P.I.P. (or equivalent added no-fault cov.)		Separately Stated in each Added P.I.P. Endorsement	
Property Protection Ins. (P.P.I.) (Michigan Only)		Separately Stated in the P.P.I. Endorsement Minus Deductible For Each Accident	
Auto Medical Payments			
Medical Expense & Income Loss Benefits (Virginia Only)		Separately Stated in the Medical Expense & Income Loss Benefits Endorsement	
Uninsured Motorists (UM)	2	\$ 75,000	\$ [REDACTED]
Underinsured Motorists (when not included in UM Cov.)	2	\$ 75,000	\$ [REDACTED]
PHYSICAL DAMAGE*			
Comprehensive Coverage ^	7	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR SEE SCHEDULE Deductible For All Perils For Each Covered Auto (Ded 2)	\$ [REDACTED]
Specified Causes Of Loss Coverage ^		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (Ded 1) OR Deductible For All Perils For Each Covered Auto (Ded 2)	
Collision Coverage	7	SEE SCHEDULE Deductible For Each Covered Auto	\$ 3 [REDACTED]
Towing and Labor		for each disablement of a private passenger auto, light or medium truck	
* See ITEM FOUR for hired or borrowed "autos".		Premium for Endorsements	\$ [REDACTED]
^ A maximum deductible may also apply. Refer to Coverage Form for details.		State Charges	
		Estimated Deposit Premium	\$ [REDACTED]

This Policy May Be Subject To Final Audit.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage			
Excess Coverage	SC	\$ 400,000	\$ [REDACTED]
Total Hired Auto Premium			\$ [REDACTED]
For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C/A #2025-CP-25-00032
COUNTY OF HAMPTON	)	
	)	
James Williams,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S NOTICE OF MOTION
	)	AND MOTION FOR SUMMARY
Bitco General Insurance Corporation and	)	JUDGMENT
Seckinger Forest Products, Inc.,	)	
	)	
Defendants.	)	
_____	)	

YOU WILL PLEASE TAKE NOTICE that the undersigned attorney on behalf of Plaintiff will move before the presiding judge of the Fourteenth Judicial Circuit at the Hampton County Courthouse, Hampton, South Carolina, on the tenth day after service hereof or at such other time and place as set by the Court, for an order granting summary judgment in favor of Plaintiff and ordering that the policy in question must be reformed to include underinsured motorist coverage in the amount of \$1,000,000. Viewing the evidence and all reasonable inferences therefrom in the light most favorable to the non-moving party, no genuine issues of material fact exist and Plaintiff is entitled to judgment as a matter of law. Specifically, the Offer of Additional Uninsured Motorist Coverage and Optional Underinsured Coverage attached as Exhibit A to Defendant Bitco's Motion for Summary Judgment is insufficient as a matter of law and Defendants cannot otherwise prove a meaningful offer was made, even when viewing the evidence and all reasonable inferences in the light most favorable to Bitco.

[SIGNATURE ON NEXT PAGE]

This motion shall be based upon the statutory and common laws of the State of South Carolina, the South Carolina Rules of Civil Procedure, the pleadings, and evidence before the Court.

GOODING AND GOODING, P.A.

By: s/ H. Woodrow Gooding
H. Woodrow Gooding - (2180)
Mark B. Tinsley – (15597)
P.O. Box 1000
Allendale, S.C. 29810
(803) 584-7676
woody@goodingandgooding.com
mark@goodingandgooding.com
Attorney for Plaintiff

Dated: May 5, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CIVIL ACTION 2025-CP-25-00032
	)	
James Williams,	)	
	)	
Plaintiff,	)	SECKNGER FOREST PRODUCTS, INC.'S
	)	NOTICE OF MOTION AND MOTION FOR
vs.	)	SUMMARY JUDGMENT
	)	
Bitco General Insurance Corporation and	)	
Seckinger Forest Products, Inc.	)	
	)	
Defendants.	)	
	)	
	)	

Defendant Seckinger Forest Products, Inc. (hereinafter “Defendant Seckinger”), by and through its undersigned counsel, hereby moves before the presiding Judge of the Fourteenth Judicial Circuit, Hampton County at such time and place as may be set by the Court, for an Order granting summary judgment to the Defendant Seckinger pursuant to Rule 56, SCRPC.

This motion is made on the grounds that there are no genuine issues of material fact that would result in the reformation of the Underinsured motorist coverage (UIM) at issue in this case from the clear UIM limits of Seventy-Five Thousand Dollars (\$75,000.00) to the amount of One Million Dollars (\$1,000,000.00) as sought by the Plaintiff. It is important to note that in this case, the actual insured, Defendant Seckinger, is **not** seeking to have its policy reformed, in fact just the opposite. In support of this motion, Defendant Seckinger relies on the Affidavit of Jeanne Seckinger, Treasurer of Seckinger Forest Products, Inc., previously filed with the Court, which indicates that a meaningful offer of UIM coverage over and above the \$75,000.00 UIM policy limit was made on behalf of Defendant BITCO General Insurance Corporation (herein after Defendant BITCO) and that after careful consideration, Defendant Seckinger knowingly rejected

the offer for additional UIM coverage. This position is further supported by the Affidavit of Donnie Watts, the insurance agent who worked with Seckinger Forest Products, to obtain the UIM coverage from BITCO (this Affidavit has also been previously filed with the Court).

Defendant Seckinger further relies on the grounds raised and fully articulated in Defendant BITCO's Motion for Summary Judgment and adopts those arguments in full pursuant to Rule 10 (c), SCRPC.

Finally, Defendant Seckinger would direct the Court to the Circuit Court case of *Jennifer Stallings v. Arch Insurance Company, et al*, bearing Civil Action Number: 2021-CP-08-01975 where in Judge Roger Young granted summary judgment in favor of the Defendants in a similar situation as that before the Court in this matter (***Order attached as Exhibit A to this motion***). In *Stallings*, the carrier, Arch Insurance Company sought a declaratory judgment that it made a meaningful offer of UIM coverage to its insureds (Chick-fil-A and Blue Seas, LLC) such that Plaintiff was not entitled to a reformation of UIM coverage limits up to the liability limits (as is the request by the Plaintiff in the instant case). The Plaintiff in that case, as here, argued that a "meaningful offer" under S.C. Code Ann. Section 38-77-350 was not made due to an issue with the offer form (there the form did not have specific amount of the additional premiums listed beside each level of optional UIM coverage). There, the Court, relying on the cases of *Grinnell Corp v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010) and *Ray v. Austin*, 388 S.C. 605, 698 S.E.2d 208 (Ct. App. 2010), determined that the carrier's offer form coupled with the discussions held with the insured provided a clear explanation of the available UIM coverage and that the insured knowingly and intelligently rejected the option UIM coverage. Under *Grinnell*, the test is not the technical compliance within the form used for the offer but rather whether "the insured knew its options with respect to additional UM and UIM coverage in South Carolina and made an

informed decision as to the amount of coverage that best suited its need.” *Grinnell*, 698 S.E.2d at 800. The Court in *Stallings* made a finding that the insured had experience in risk management and insurance procurement such that an informed decision was made to reject the optional UIM coverage. Here, as stated in the Affidavit of Jeanne Seckinger, Defendant Seckinger, by and through its representative, is an intelligent and sophisticated purchaser of insurance for over twenty years and that with that knowledge, beginning in October of 2020, rejected the offer of optional additional UIM coverage up to the limit of liability and elected to purchase the minimum UIM coverage offered by Defendant BITCO in the amount of Seventy-Five Thousand Dollars (\$75,000.00) for that policy and each one thereafter. Therefore, here, like in *Stallings*, an informed decision to reject that optional UIM coverage was made by the Defendant Seckinger.

CONCLUSION

Based on the Affidavits presented to the Court in support of the Defendants’ Motions of Summary Judgment, coupled with the relevant South Carolina case law, Defendant Seckinger respectfully requests that the Court grant its motion for summary judgement and declaring as a matter of law that the policy limits under its UIM policy with Defendant BITCO are Seventy-Five Thousand Dollars (\$75,000.00).

TUPPER, GRIMSLEY, DEAN & CANADAY, LLC

By: s/ Erin D. Dean

SC Bar Number: 65320

Post Office Box 2055

Beaufort, South Carolina 29901-2055

(843) 524-1116

erindean@tgdcpa.com

Attorney for Defendant Seckinger Forest Products, Inc.

May 21, 2025

Beaufort, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	
	)	
Jennifer Stallings,	)	Civil Action No. 2021-CP-08-01975
	)	
Plaintiff,	)	
	)	ORDER GRANTING DEFENDANT
vs.	)	ARCH INSURANCE COMPANY’S
	)	MOTION FOR SUMMARY
	)	JUDGMENT
Arch Insurance Company, Jerry B.	)	
Arnette, Chick-fil-A, Inc., and Blue	)	
Seas, LLC,	)	
	)	
	)	
Defendants.	)	

This matter comes before the Court on the motion of Defendant Arch Insurance Company (“Arch Insurance”) for summary judgment pursuant to Rule 56(c), SCRCF. Arch Insurance seeks a declaratory judgment that it made a meaningful offer of Underinsured Motorist (UIM) coverage to Chick-fil-A, Inc. (“CFA”) and Blue Seas, LLC (“Blue Seas”), and that the Plaintiff is not entitled to reformation of the auto policy to include UIM coverage up to the liability limits of \$3,000,000.

Upon consideration of the motion, supporting memorandum, exhibits, and arguments presented, the Court finds as follows:

FINDINGS OF FACT

1. Arch Insurance issued an auto policy to CFA and Blue Seas.
2. CFA and Blue Seas rejected the offer of UIM coverage made by Arch Insurance. This rejection was consistent with CFA’s long-standing corporate policy of rejecting optional UIM coverage.
3. CFA, through its representative Mark Jeffares, who has extensive experience in risk management and insurance procurement, made an informed decision to reject UIM coverage.

4. On September 17, 2020, Plaintiff was involved in an automobile accident while operating a vehicle leased by her employer, Blue Seas. Plaintiff recovered the liability limits from the at-fault driver and asserted a claim for UIM benefits under the auto policy issued by Arch Insurance.

STANDARD OF REVIEW

Summary judgment is proper “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRPC. *See also Health Promotion Specialists, LLC v. S.C. Bd. of Dentistry*, 403 S.C. 623, 626, 743 S.E.2d 808, 809 (2013). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. *Moore v. Weinberg*, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007). The party opposing the motion must “show a ‘reasonable inference’ to be drawn from the evidence, and [the Supreme Court of South Carolina has] rejected the ‘mere scintilla’ standard.” *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 461, 892 S.E.2d 297, 300 (2023). “[I]t is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine” in order to survive a motion for summary judgment.” *Id.* at 463-64, 892 S.E.2d at 301.

CONCLUSION OF LAW

Under S.C. Code Ann. § 38–77–350 and relevant case law including *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010), and *Ray v. Austin*, 388 S.C. 605, 698 S.E.2d 208 (Ct. App. 2010), Arch Insurance made a meaningful offer of UIM coverage to CFA and Blue Seas.

Arch Insurance's offer form provided a clear explanation of UIM coverage, the available limits, and the additional premiums for each level of coverage. The form and accompanying oral explanations met the requirements set forth in *Wannamaker v. State Farm Mut. Auto. Ins. Co.*, 291 S.C. 518, 354 S.E.2d 555 (1987).

CFA, through its representative, knowingly and intelligently rejected the optional UIM coverage based on a corporate policy and a thorough understanding of the coverage options and associated costs. Given that Arch Insurance made a meaningful offer and CFA knowingly rejected the UIM coverage, there is no basis for judicial reformation of the policy to include UIM coverage.

CONCLUSION

Based on the foregoing findings and conclusions, **IT IS HEREBY ORDERED** that:

1. Defendant Arch Insurance Company's Motion for Summary Judgment is **GRANTED**;
2. The auto policy issued by Arch Insurance to CFA and Blue Seas shall not be reformed to include UIM coverage up to the liability limits of \$3,000,000; and
3. Plaintiff's claims for reformation of the policy to include UIM coverage are hereby dismissed with prejudice.

AND IT IS SO ORDERED.

[Electronic Signature Page to Follow]



Berkeley Common Pleas

Case Caption: Jennifer Stallings VS Arch Insurance Company , defendant, et al

Case Number: 2021CP0801975

Type: Order/Summary Judgment

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2024-06-21 18:00:01 page 4 of 4

ELECTRONICALLY FILED - 2024 Jun 24 9:32 AM - BERKELEY - COMMON PLEAS - CASE#2021CP0801975
ELECTRONICALLY FILED - 2025 May 21 1:51 PM - HAMPTON - COMMON PLEAS - CASE#2025CP2500032

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	CA No.: 2025-CP-25-00032
	)	
James Williams,	)	
	)	
Plaintiff,	)	RULE 59(E) MOTION FOR
	)	RECONSIDERATION BY
vs.	)	DEFENDANT BITCO GENERAL
	)	INSURANCE CORPORATION AND
BITCO General Insurance Corporation and	)	SECKINGER FOREST PRODUCTS,
Seckinger Forest Products, Inc.	)	INC.
	)	
Defendants.	)	

PLEASE TAKE NOTICE that Defendants BITCO General Insurance Corporation (“BITCO”) and Seckinger Forest Products, Inc., (“Seckinger”), by and through their undersigned counsel, move herein before the Honorable H. Steven DeBerry, IV, presiding judge of the Hampton County Court of Common Pleas, for an Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure altering or amending this Court’s Order filed July 2, 2025, denying the Defendants’ Motions for Summary Judgment, and granting Plaintiff’s Motion for Summary Judgment.

PROCEDURAL HISTORY

On June 9, 2025, a hearing was held on the parties’ respective motions for summary judgment in this case, at which counsel for all parties were present by Webex. After considering the parties’ motions and the affidavits filed by the Defendants, the Court took the matter under consideration and asked both sides to prepare proposed orders. On July 2, 2025, the Court granted the Plaintiff’s motion for summary judgment, and denied Defendants’ motions, holding that the BITCO policy issued to Seckinger should be reformed to provide underinsured motorist (“UIM”) coverage limits of \$1,000,000.00 rather than the \$75,000.00 selected by Seckinger and stated on the face of the policy.

LEGAL STANDARD

Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, a motion to alter or amend a judgment may be served “not later than 10 days after receipt of written notice of the entry of the order.” Rule 59(e), SCRPC. the South Carolina Supreme Court explained:

A motion under Rule 59(e) long has been viewed as a “motion for reconsideration” despite the absence of those words from the rule. Consequently, a party usually is allowed to ask the court to reconsider its decision even if it means rehashing all or part of an argument previously presented.

Elam v. South Carolina Dept. of Transp., 361 S.C. 9, 21-22, 602 S.E.2d 772, 778-79 (2004).

The Court’s Order was filed on July 2, 2025. As such, this motion is timely served under the rules.

ARGUMENT

This declaratory judgment action was originally brought by the Plaintiff in an Amended Complaint alleging that the insurance policy at issue here should be reformed because the offer form signed by Jeanne Seckinger on behalf of Seckinger was inconsistent as to whether she was rejecting uninsured or UIM coverage. As stated in the Amended Complaint:

18. Nowhere on the form did Defendant BITCO ask if Seckinger wished to purchase underinsured motorist coverage.
19. As such, a meaningful offer of underinsured motorist coverage was not made. In fact, no offer of underinsured motorist coverage was made.

Amended Complaint, par. 18-19.

After answering, the Defendants filed affidavits making clear that Seckinger understood that it was rejecting any UIM coverage above the \$75,000.00 provided on the face of the policy, which is the same amount that the insured had been purchasing for several years prior. At the hearing, Plaintiff shifted his argument to other grounds, which the Court embraced in its Order, holding “that BITCO failed to make a meaningful offer of underinsured motorist coverage and

orders that the Policy be reformed up to the limits of liability coverage of \$1,000,000.00 provided by the Policy.” *Order*, p. 4. In explaining this decision, the Court held that “the offer must clearly communicate that the insured has the option to reject UIM coverage in its entirety.”

Order, p. 5, emphasis added. This holding is erroneous for the following reasons:

1. The governing statute and case law only require that the insured be offered the right to purchase coverage up to the limits of the liability coverage. Statutory and case law do not require that the minimum UIM limit offered to a particular insured be zero.
2. The *Wannamaker* test does not require reformation of the policy where the offer form, entitled “Offer of Optional Underinsured Motorist Coverage,” clearly describes the UIM coverage as optional, and Seckinger presented uncontradicted evidence through the Affidavit of Jeanne Seckinger that it had been made aware of and understood the relative costs and benefits of optional additional coverages up to the limit of liability coverage and rejected same.
3. It ignores both the *presence* of controlling South Carolina Supreme Court precedent to the contrary, as well as the *absence* of any precedent supporting the reformation of an insurance policy to the upper applicable liability limit based on an allegation that the insurer failed to receive written notice that it was not required to purchase any UIM coverage whatsoever.

I. The Order Misconstrues The Legal Effect of South Carolina Law Governing Underinsured Auto Insurance Requirements.

It is important to refer to the full text of S.C. Code Section 38-77-160, which reads, in relevant part, as follows:

SECTION 38-77-160. Additional uninsured motorist coverage; underinsured motorist coverage.

Automobile insurance carriers shall offer, at the option of the insured, uninsured motorist coverage up to the limits of the insured's liability coverage in addition to the mandatory coverage prescribed by Section 38-77-150. **Such carriers shall also offer, at the option of the insured, underinsured motorist coverage up to the limits of the insured liability coverage to provide coverage in the event that damages are sustained in excess of the liability limits carried by an at-fault insured or underinsured motorist or in excess of any damages cap or limitation imposed by statute.** If, however, an insured or named insured is protected by uninsured or underinsured motorist coverage in excess of the basic limits, the policy shall provide that the insured or named insured is protected only to the extent of the coverage he has on the vehicle involved in the accident. If none of the insured's or named insured's vehicles is involved in the accident,

coverage is available only to the extent of coverage on any one of the vehicles with the excess or underinsured coverage. Benefits paid pursuant to this section are not subject to subrogation and assignment.

S.C. Code Section 38-77-160 (emphasis added).

By its terms, the statute requires that an insurer offer, “at the option of the insured,” UIM coverage up to the liability limits of the policy. This means that a carrier is required by law to offer the insured the opportunity to purchase UIM coverage up to the amount of the liability limits. BITCO required the insured to have \$75,000.00 in UIM limits, and the insured accepted this requirement. While UIM coverage is not mandatory, South Carolina law does not prevent an insurer such as BITCO from selling policies that include greater protection than provided under the law. Neither § 38-77-160 nor any South Carolina cases have held that an insurer acted improperly by offering the insured the opportunity to purchase UIM up to the liability limits but requiring an insured to purchase some amount of UIM coverage.

The clear intent of the statute is to protect the insured by making sure that the insured has the opportunity to purchase UIM coverage up to the liability limits to provide protection against underinsured motorists -- there is no public policy requirement that every insurer offer the insured “the option to reject UIM coverage in its entirety” as stated in the Order. Such a requirement as a matter of law would be contrary to the fundamental public purpose involved in the mandatory insurance statutory scheme, which is that the motoring public be required to purchase minimum limits of protection for others (in the form of liability limits) and for themselves (in the form of the minimum uninsured limits) and the option to purchase UIM coverage. A precedent that penalizes an insurer for writing a policy that provides higher limits than the law requires is outside the intent of the statutory scheme and creates an absurd result.

II. The Order Misapplies The *Wannamaker* Test As To BITCO's Communication And Seckinger's Understanding Of the Optional Nature of Underinsured Coverage.

While the Court has correctly cited the applicable precedent found in *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, it has misconstrued its effect under the facts of this case. The *Wannamaker* factors are as follows:

1. the insurer's notification process must be commercially reasonable, whether oral or in writing;
2. the insurer must specify the limits of optional coverage and not merely offer additional coverage in general terms;
3. the insurer must intelligibly advise the insured of the nature of the optional coverage; and
4. the insurer must be told that optional coverages are available for an additional premium.

Wannamaker, 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1987).

Regarding the first requirement, the Court's Order sidesteps the question of the true meaning of "commercially reasonable" by ignoring the controlling factor of whether the insured was informed, and knowingly rejected, higher limits of coverage than those which were actually provided. The affidavits of Ms. Seckinger and Donald Watts make clear that Seckinger was aware of its option to purchase additional UIM coverage, up to the liability limits of \$1,000,000.00, as it had done from October 2016 to October 2020. The "notification process" in this case is not limited to a single form containing a defective signature line. Instead, it includes specific and multi-year communications as described in the affidavits of Ms. Seckinger and Mr. Watts. Ms. Seckinger's explanation of Seckinger's four (4) year history of purchasing higher limits of UIM coverage, and its subsequent three (3) year decision to decrease those limits to \$75,000.00, shows that Seckinger was fully aware of the option to purchase additional UIM coverage up to the limits of liability coverage, yet chose not to do so.

As to the requirement that the incremental limits and additional premiums for UIM be communicated in specific terms, there is no doubt that the table of options and premiums on the BITCO form satisfies this requirement. Indeed, footnote three (3) of the Court's Order references the BITCO form and attempts to project (albeit incorrectly) how much the premium would have increased had the insured selected \$1,000,000.00 in UIM coverage. The inclusion of this information on the form establishes that BITCO met the *Wannamaker* requirement that the insurer describe the optional coverage in specific terms.

Paradoxically, the Court has used the table in the BITCO form not as evidence of BITCO's compliance with *Wannamaker*, but instead as evidence that Ms. Seckinger is not a sophisticated purchaser of insurance:

Even assuming there is evidence that Jeanne Seckinger was an experienced and sophisticated purchaser of insurance, that does not end the inquiry and does not result in any conclusive presumption that a meaningful offer was made. Rather, her own testimony, as corroborated by the testimony of her agent, proves that she did not understand and was not properly informed that she had the option of rejecting ALL UIM coverage. This lack of understanding matters and is significant in this court's finding that Jeanne Seckinger is, in fact, not a sophisticated purchaser.(3)

(3) It is significant to note that \$1 million in UIM coverage on the vehicle involved in the wreck would have cost Seckinger approximately \$54 more than the premium it actually paid for \$75,000 in UIM coverage. See, Exhibit A, page 4. While her affidavit relies heavily on her rationale of saving the business money, this small monetary difference begs the question of how sophisticated a purchaser Jeanne Seckinger really is.

Order, page 11.

In doing so, the Court ignores the uncontradicted testimony of Ms. Seckinger that she is both a CPA and a manager of a sizable law firm, and has operated Seckinger Forest Products alongside her husband and coordinated the purchase of insurance for Seckinger for many years. As stated in her affidavit:

2. I am a Certified Public Accountant and a member of the South Carolina Association of CPAs. I am a member of the Society of Human Resource Management and the Association of Legal Administrators. I have over twenty years of experience in administration of law firms, and I have served as a Chief Financial Officer at a local law firm since 1999. I have also participated in the Hampton County Assistance Fund and "Log-A-Load For Kids."

3. Along with my husband, I have operated Seckinger Forest Products, Inc., since 1991, where my son Jared is also employed. I have held the position of Treasurer with Seckinger Forest Products since 1991.

Affidavit of Jeanne Seckinger, par. 2-3.

Further, Ms. Seckinger explained her business reasoning in reasonable and uncontradicted terms:

6. The logging industry in which Seckinger is engaged requires the use of costly machinery and the employment of workers who expose themselves to considerable dangers in cutting and felling trees and processing timber for harvest and transportation to lumber mills. Both my husband and son perform timber work personally and I make sure that both they and our other employers are protected with adequate insurance, including workers compensation, liability coverage and disability coverage that will protect them when injured by uninsured or underinsured motorists. At the time that we purchased the policy in issue in this case, and through the present purchasing of our policies, I made the decision that combined with disability and worker's compensation coverage, \$75,000.00 was an adequate amount of underinsured and uninsured coverage.

15. When the dispute arose, I reviewed the facts of this matter and have found no reason to change any of the decisions we have made regarding insurance coverage. The coverage we requested was not considered lightly, because all of our valued employees, including my family members, are affected by the coverage limits that we purchase. In order to keep our company viable and remain in business, however, we cannot afford to purchase coverages that we believe are unnecessary. For that reason, when our policy came up for renewal after this controversy, we maintained our previous decision and reaffirmed our decision to purchase only the minimum required limits of \$75,000.00. Seckinger believes that the policy was issued correctly with \$75,000.00 underinsured limits, and while we value and appreciate our employee James Williams, we do not agree with the request to reform the policy to provide additional underinsured limits, as that was never our intention.

Affidavit of Jeanne Seckinger, par. 6, 15.

Not only has Plaintiff failed to introduce any evidence to contradict Ms. Seckinger's assertions regarding her level of sophistication, experience and knowledge, he has presented no evidence to contradict Seckinger's deliberate business decision to purchase UIM in an amount less than the liability limits – a decision Seckinger had the right to make without interference from a third party. Moreover, the Court's statement in footnote 3 that the cost of purchasing \$1,000,000.00 in UIM coverage would have been only \$54.00 is misleading and erroneous. The table in the BITCO form expressly states that the listed premium is "per auto." As such, the total premium for \$1,000,000.00 in UIM coverage would have been far more than \$54.00 based solely on the number of autos covered under the policy.

Not only is footnote 3 inaccurate, it reflects the Court's improper commentary on the propriety of the business decision made by Seckinger, an issue wholly irrelevant to the question of whether BITCO made a meaningful offer of UIM coverage.¹ None of the applicable case or statutory law permits the Court to assess the reasonableness of an insured's business decisions. Whether the Court agrees or disagrees with the decision is irrelevant. The question is whether BITCO communicated the incremental limits and additional premiums for UIM in specific terms. The table reflected in the form supports the conclusion that it did.

In addition, page nine of the Order quotes from the Seckinger affidavit and comments as follows:

"Prior to this controversy, I do not recall noticing that the question did not match the title of the page, and I presumed that what I was signing was a rejection of **additional uninsured coverage** above the \$75,000 minimum **required by BITCO**. In paragraph 15 of her affidavit, Ms. Seckinger explains that "when our

¹ It is factually incorrect and improper to infer that Ms. Seckinger is not a sophisticated purchaser of insurance based solely on the Court's erroneous calculation of the additional costs for \$1,000,000.00 in UIM coverage absent admissible testimony about the details of the purchasing decision – details the Plaintiff did not assert to be relevant in his complaint nor did he provide to the Court through deposition testimony or discovery.

policy came up for renewal after this controversy, we maintained our previous decision and reaffirmed our decision to purchase the minimum **required** limits of \$75,000.00.” Contrary to supporting BITCO’s and Seckinger’s motions for summary judgment, her affidavit does not support the conclusion that she was a sophisticated purchaser but rather makes it clear that she believed at the time of signing the form, and still believes, that Seckinger was **required** to purchase minimum UIM limits of \$75,000.00.

Order, page 9, emphasis in original.

This conclusion misses the point. The BITCO offer form advised Seckinger that UIM coverage was optional. Seckinger, however, knew that the BITCO policy included \$75,000.00 in UIM limits and Seckinger was fine with those limits. As the statutory and case law cited to the Court makes clear, South Carolina law requires certain minimum limits of liability coverage and uninsured motorist coverage. While UIM coverage is not mandatory, South Carolina law does not prevent an insurer such as BITCO from selling policies that include UIM limits. If this was not acceptable to Seckinger, Seckinger had the right to purchase coverage from another insurer. It would be an absurd result, contradicting the public policy of South Carolina, to require reformation of an insurance policy to the maximum limits simply because an insurer chose to offer a policy with more protection for the public and the insured than the law requires.

The offer also satisfies the third *Wannamaker* factor, as BITCO and Watts intelligibly advised the insured of the nature of the optional coverages. The Court disagreed, stating as follows:

“Rather, [Seckinger’s] own testimony, as corroborated by the testimony of her agent, proves that she did not understand and was not properly informed that she had the option of **rejecting** ALL UIM coverage. This lack of understanding matters and is significant in this court’s finding that Jeanne Seckinger is, in fact, not a sophisticated purchaser. Because of this deficiency in both the explanation as well as the understanding, the offer does not meet the third *Wannamaker* factor that requires the insurer to “intelligibly advise the insured of the nature of the optional coverage.”

Order, page 11, bold and all caps in original.

There is no existing case precedent, statute or other jurisprudence supporting the Court's conclusion that the absence of an explanation that the insured had the option to reject all UIM coverage means the "nature of the coverages" was not intelligibly conveyed. To the contrary, it is unchallenged that the offer form used by BITCO, which follows the format prescribed by the South Carolina Department of Insurance, accurately explains the nature of UIM coverage as follows:

"Underinsured motorist coverage compensates you, or other persons injured under your automobile coverage, 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."

Affidavit of Jeanne Seckinger, Exhibit A, p. 1.

This statement is a verbatim description of UIM coverage contained in the South Carolina Department of Insurance's revised Form Number 2006, and is well-accepted under South Carolina law as the policy benefit afforded from the purchase of UIM coverage.

In addition, the offer satisfies the fourth *Wannamaker* requirement that the insured be advised that the additional coverage is available for an additional premium. Again, the Court's own order confirms that this information was provided to Seckinger. This fact, too, is unchallenged by Plaintiff as the form entitled "Offer of Optional Underinsured Motorist Coverage" describes the coverage as "optional" and sets forth the available limits and corresponding premium ("If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits."). By the title of the form itself the insured is informed that there are "options" involved in the purchase of UIM coverage.

Further, Ms. Seckinger's affidavit makes clear that Seckinger understood and knowingly rejected additional coverage:

9. I was fully aware that BITCO was offering to us underinsured and uninsured limits that matched our full liability coverage using forms such as the attached "Exhibit A." I was also aware of the specific premiums that would be charged for additional coverage, as explained on page 4 of the form entitled "Offer of Optional Underinsured Coverage." That form explained to me that minimum limits of \$75,000.00 were automatically provided by the policy, but that I had the option of purchasing additional limits including \$250,000.00, \$500,000.00, and \$1,000,000.00. I spoke about our options with Mr. Watts, who I consider to be a personal friend and valued business associate, and using my own ample experience and knowledge as to how these coverages worked, and as I had done for each year before this since 2020, I processed all paperwork that was requested of me with the intent to obtain underinsured limits of \$75,000.00.

10. In October of 2023, Seckinger renewed its coverage with BITCO, under Policy CAP 3734984. That was the policy in effect when Mr. Williams was involved in his collision. In the application process for this policy, I again requested, and understood that I was purchasing for Seckinger underinsured motorist limits of \$75,000.00.

11. In reviewing this situation, I see that our policy contained the attached Exhibit A, form number AF-2114 (10/18). I have read the lengthy explanation of available coverages provided by South Carolina law on pages one and two of the AF-2114, including underinsured coverages. This description of the ability to purchase underinsured coverage up to the same liability limits of the policy is something I have understood for many years before this before purchasing this policy. I had no questions or concerns about this in my discussions with Mr. Watts, as agent of BITCO, in obtaining the policy for us, and in all my discussions with Mr. Watts about the policy renewal, I was aware in our discussions that additional underinsured coverage was available.

While there is no doubt an error on the signature line for the page entitled "Offer of Optional Underinsured Motorist Coverage," Ms. Seckinger states in her affidavit that this error on the form caused her no confusion about Seckinger's ability to purchase UIM coverage up to the liability limit:

12. I have been made aware as a result of this litigation that on page 4 of Form AF-2114 there is a discrepancy between the title "Offer of Optional Underinsured Motorist Coverage," and the signature block, which states "Do

you wish to purchase additional uninsured motorist coverage?” Prior to this current controversy, I do not recall noticing that the question did not match the title of the page, and I presumed that what I was signing was a rejection of additional uninsured coverage above the \$75,000 minimum required by BITCO. I electronically signed the form indicating “NO” with the intent that I was rejecting additional underinsured coverage. For that reason, I left the following line blank, as I did not intend to purchase any additional underinsured coverage above the minimum of \$75,000.00.

...

14. At no time was I confused by the form AF-2114 or by my coverage options for buying insurance from BITCO. As stated above, it was our business decision starting in 2020 to only purchase the minimum limits of \$75,000.00 in coverage. Until this dispute arose, I had no idea that the form had any typos on it, and those did not affect my decision-making in any way.

As further evidence that the selection of \$75,000.00 in UIM limits was not accidental or the result of confusion or lack of knowledge about the available options, Ms. Seckinger explains in paragraph six of her affidavit that the choice of lowering the UIM coverage limits in October of 2020 was grounded in her business decision that the \$75,000.00 in UIM limits, combined with Seckinger’s existing workers compensation coverage, were sufficient for the needs of the business:

6. The logging industry in which Seckinger is engaged requires the use of costly machinery and the employment of workers who expose themselves to considerable dangers in cutting and felling trees and processing timber for harvest and transportation to lumber mills. Both my husband and son perform timber work personally and I make sure that both they and our other employers are protected with adequate insurance, including workers compensation, liability coverage and disability coverage that will protect them when injured by uninsured or underinsured motorists. At the time that we purchased the policy in issue in this case, and through the present purchasing of our policies, I made the decision that combined with disability and worker’s compensation coverage, \$75,000.00 was an adequate amount of underinsured and uninsured coverage.

Ms. Seckinger states that she still believes that \$75,000.00 is the appropriate UIM coverage for the business, and she continues to make this same limits selection today, even after the events of this litigation:

15. When the dispute arose, I reviewed the facts of this matter and have found no reason to change any of the decisions we have made regarding insurance coverage. The coverage we requested was not considered lightly, because all of our valued employees, including my family members, are affected by the coverage limits that we purchase. In order to keep our company viable and remain in business, however, we cannot afford to purchase coverages that we believe are unnecessary. For that reason, when our policy came up for renewal after this controversy, we maintained our previous decision and reaffirmed our decision to purchase only the minimum required limits of \$75,000.00. Seckinger believes that the policy was issued correctly with \$75,000.00 underinsured limits, and while we value and appreciate our employee James Williams, we do not agree with the request to reform the policy to provide additional underinsured limits, as that was never our intention.

When the requirements set forth in *Wannamaker* are viewed consistently with the intent of both the statute and the court in that case, it is clear that each of the requirements are fully satisfied in this case. Nowhere in *Wannamaker* or associated case law is there a requirement that a policy should be reformed to provide UIM limits in the same amount as the liability limits because of a lack of clarity or representation that \$0.00 UIM coverage limits could have been selected. Instead, the form made clear that UIM coverage up to the limits of liability coverage was available at certain specified premiums and the insured expressly rejected such limits.

III. The Order Reaches an Unprecedented Conclusion that Effectively Ignores Two Controlling South Carolina Supreme Court Opinions And The Intent of the Statutory Scheme.

The Court devotes one paragraph of its twelve page opinion to distinguishing the facts of this case from *Grinnell Corp. v. Wood*, 389 S.C. 350, 698 S.E.2d 796 (2010), one of the two South Carolina South Carolina Supreme Court cases cited by BITCO and Seckinger. The Court

ignores *Ray v. Austin*, 388 S.C. 605, 698 S.E.2d 208 (S.C. 2010), decided at the same time as *Grinnell*, which, when combined with *Grinnell*, constitute clear and controlling precedent here.²

In both *Grinnell* and *Ray*, as is the case here, the issue involved a failure to rigorously obtain a signed copy of a UIM offer form using the exact terms specified by the South Carolina Department of Insurance. Nevertheless, in both cases, the South Carolina Supreme Court concluded that the *Wannamaker* test was satisfied such that the policies need not be reformed. Notably, neither *Grinnell* nor *Ray* contains any mention of a requirement that the insured be notified that UIM coverage could be rejected in its entirety, for reasons that are obvious when the purpose of the statutory scheme is properly considered.

In *Grinnell*, where the Supreme Court reversed the lower court's reformation of an insurance policy, the form at issue did not meet regulatory requirements and was unexecuted by the insured. Regardless of these deficiencies – arguably much more significant and egregious than are present here – the Court focused its attention on the reasoning behind the statutory scheme, stating “[t]he purpose of requiring automobile insurers to make a meaningful offer of additional UM or UIM coverage ‘is for insureds to know their options and to make an informed decision as to which amount of coverage will best suit their needs.’” *Id.* (citing *Progressive Cas. Ins. Co. v. Leachman*, 362 S.C. 344, 352, 608 S.E.2d 569, 573 (2005)). The Court further explained,

As stated previously, the requirement of a meaningful offer of additional UM and UIM coverage is intended to protect an insured. A meaningful offer of additional UM and UIM makes as certain as possible that an insured has

² The Court also does not mention another case cited by BITCO, *McWhite v. ACE Am. Ins. Co.*, 412 F. App'x 584, 591 (4th Cir. 2011) (“Applying South Carolina's precedents, we decline to ‘reach the absurd result of reforming the insurance policy to give [Ahold] coverage it understood, did not want, and clearly rejected.’”). As in *Grinnell* and *Ray*, there is no mention in *McWhite* of a requirement that the insured be told that it could reject underinsured motorist coverage in its entirety.

actual knowledge of his options with respect to such coverages and is therefore able to make an informed decision with respect to his desired coverage. *Floyd*, 367 S.C. at 262–63, 626 S.E.2d at 12 (citing *Progressive Cas. Ins. Co.*, 362 S.C. at 352, 608 S.E.2d at 573 (“The purpose of requiring automobile insurers to make a meaningful offer of additional UM or UIM coverage ‘is for insureds to know their options and to make an informed decision as to which amount of coverage will best suit their needs.’ ”))).

Grinnell, 698 S.E.2d at 800. emphasis added.

In rejecting the plaintiff’s request that the policy be reformed to include UIM coverage, the *Grinnell* Court stated:

However, the record presented in this case is replete with uncontroverted evidence that the insured knew its options with respect to additional UM and UIM coverage in South Carolina and made an informed decision as to the amount of coverage that best suited its needs. Because Goetz testified that he knew his options with respect to additional UM and UIM coverage in South Carolina and knowingly declined the offer, the court of appeals decision creates an absurd result.

Therefore, given the facts of this case with respect to the parties’ level of sophistication, we find that American Home made a meaningful offer of additional UM and UIM coverage to Grinnell.

Grinnell, 698 S.E.2d at 800.

Likewise, in *Ray v. Austin*, 388 S.C. 605, 698 S.E.2d 208 (S.C. 2010), the Supreme Court refused to reform an insurance policy to provide UIM coverage in the same amount as the liability limits. In *Ray*, the offer form was defective in that the insurance company failed to fill in the applicable lines with information as to commonly sold limits of UIM coverage along with applicable premiums. Also, the insured’s representative offered conflicting testimony as to whether he personally checked the “no” box next to UIM question, and the insured failed to sign under the “no” box as required by the form. In finding the insurer nevertheless made a meaningful offer of UIM, the Court held:

The only remaining element to analyze under *Wannamaker* is whether Lumbermens specified the limits of UIM coverage and did not merely offer such coverage in general terms. Lumbermens contends it satisfied this prong of the *Wannamaker* test by advising Cintas of its option to purchase UIM coverage “up to the limits of liability coverage.” If we were to find that such a general statement satisfied this prong of the *Wannamaker* test, we would essentially do away with this element altogether. On the other hand, if we were to find Lumbermens failed to make a meaningful offer of UIM coverage because it failed to offer coverage in more specific terms, we would reach the absurd result of reforming the insurance policy to give Cintas coverage it understood, did not want, and clearly rejected. Moreover, in reaching this absurd result, we would turn the policy objective behind the meaningful offer requirement in *Wannamaker* on its head.

We refuse to apply the *Wannamaker* factors in a manner that contravenes the very purpose behind the meaningful offer requirement. The clear purpose of the meaningful offer requirement is to protect insureds—to give them the opportunity “to know their options and to make an informed decision as to which amount of coverage will best suit their needs.” *Floyd*, 367 S.C. at 262–63, 626 S.E.2d at 12 (internal quotation omitted). In this case, there can be no doubt that Lumbermens informed Cintas of its option to purchase UIM coverage. Lumbermens explained to Cintas the nature of UIM.

Ray, at 213.³

The facts in *Grinnell* and *Ray* are almost identical to the present facts. The problem with the Court’s opinion is that it ignores both *Grinnell* and *Ray* and applies the *Wannamaker* factors “in a manner that contravenes the very purpose behind the meaningful offer requirement.”

Here, there is no question but that Seckinger understood the coverage, did not want higher limits and clearly rejected them. There is no testimony from Williams or anyone else contradicting Seckinger’s understanding. Further, there is no evidence before the Court contradicting Ms. Seckinger’s and Mr. Watt’s testimony about their experience in the procuring insurance for Seckinger’s business. As set forth in their affidavits, Seckinger’s insurance was

³ Justice Pleicones wrote concurring opinions in both *Ray* and *Grinnell*. He opined that the examination of the *Wannamaker* factors in cases such as this is completely unnecessary. “The purpose of requiring a meaningful offer is to protect the insured. *See Progressive Cas. Ins. Co. v. Leachman*, 362 S.C. 344, 608 S.E.2d 569 (2005). In my view, a declaration by the insured that it made its decision, knowing all of its options, ends the inquiry.”

handled by an experienced officer of the corporation who purchased automobile insurance through an experienced insurance broker intimately familiar with the insured's business. Seckinger was well aware of the fact that it had the option to purchase additional uninsured and UIM coverage at any level up to the level of liability limits, as evidenced by its prior purchase of \$1,000,000.00 in UIM coverage followed by a deliberate decision to lower those limits to \$75,000.00. Ms. Seckinger's affidavit is replete with testimony to the effect that the error on the signature line of the UIM form (referring to "uninsured" motorist coverage instead of UIM coverage) did not adversely affect or confuse her understanding of what she was purchasing for Seckinger, and that she knew she had the option to purchase additional UIM coverage above the \$75,000.00 minimum afforded in the policy, but chose not to do so. This is not a case where the insurer failed to make a meaningful offer of UIM coverage resulting in the insured not understanding it had the right to purchase UIM up to the limits of liability coverage for various premium amounts and, therefore, purchased none. Rather, Seckinger rejected UIM limits above \$75,000.00 after making a business decision, coupled with appropriate communication from BITCO, that such limits were sufficient for its needs.

Taken to its logical conclusion, the Court's decision creates an absurd result. Instead of reforming the policy to eliminate all UIM coverage – which is the alleged deficiency of which Plaintiff and the Court complain⁴ – the Order reforms the policy to increase the UIM limits to the liability limits, an amount undisputedly rejected by the insured for years prior to and after the policy period at issue. This result flies in the face of the South Carolina Supreme Court's rationale in *Grinnell* and *Ray* and should not stand.

⁴ Again, the Court's holding is that the offer was not meaningful because it arguably did not advise the insured it could reject all UIM coverage.

CONCLUSION

The concluding paragraph of the existing Order highlights the heart of the problem with the Order:

After a thorough review of the evidence, arguments, and case law presented by the parties and viewing the facts and all reasonable inferences therefrom in the light most favorable to the non-moving party on the cross-motions for summary judgment, the Court finds BITCO is not entitled to a conclusive presumption of a meaningful offer because its form fails to meet the requirements of S.C. Code Ann. Section 38-77-350(A); further, BITCO failed to make a meaningful offer of UIM coverage under Wannamaker by failing to intelligibly advise Seckinger that UIM coverage is optional coverage that can be rejected in its entirety. Accordingly, the policy must be reformed to provide UIM coverage in the amount of the liability coverage provided by the policy.

Order, p. 12. emphasis added.

The error here is not in the finding – shared with in *Grinnell* and *Ray* – that the offer form used by BITCO was not in strict compliance with the requirements of S.C. Code Ann. Section 38-77-350(A). Instead, the error is in holding that “BITCO did not intelligibly advise Seckinger that UIM coverage is optional coverage that can be rejected in its entirety.” It is undisputed that BITCO fully informed Seckinger as to the availability of coverage in increments up to the full liability limits, and as to the costs of that coverage. The relevant goal and test under *Wannamaker*, *Grinnell* and *Ray*, and under the applicable South Carolina statutory scheme, is that the insured be protected by ensuring that it knows what protection can be obtained and at what price. *See Ray*, 698 S.E.2d at 213 (“[t]he clear purpose of the meaningful offer requirement is to protect insureds—to give them the opportunity ‘to know their options and to make an informed decision as to which amount of coverage will best suit their needs.’”). The BITCO offer satisfies this goal, as evidenced by the uncontradicted testimony of Ms. Seckinger that she wanted some amount of UIM coverage on the policy but expressly did not want \$1,000,000.00.

Based upon the foregoing, the evidence in the record and applicable South Carolina law, Defendants respectfully request that the Court alter and amend its recent Order and declare that Plaintiff is not entitled to reformation of the policy, and that the UIM limits available to Plaintiff in this matter are \$75,000.00. Doing so affords Seckinger the limits of UIM coverage it believed best suited its needs as opposed to providing limits Seckinger did not want and clearly rejected.

Respectfully submitted,

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RECEIVED

Aug 28 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Steven DeBerry, IV, Circuit Court Judge

Case No. 2025CP2500032

James Williams Plaintiff/Respondent,

v.

BITCO General Insurance Corporation and
Seckinger Forest Products, Inc. Defendants/Appellants.

NOTICE OF APPEAL

Defendants/Appellants BITCO General Insurance Corporation (hereinafter “BITCO”) and Seckinger Forest Products, Inc. appeal the Honorable H. Steven DeBerry, IV’s July 2, 2025¹ Order Denying Defendants’ Motion for Summary Judgment and Granting Plaintiff’s Motion for Summary Judgment and the Court’s August 6, 2025 Order denying Defendants’ Motion to Alter or Amend. Appellants received written notice of the entry of the August 6th Order on the same day. Copies of the aforementioned orders are attached hereto.

August 28, 2025

[signature page to follow]

¹ This order was refiled on July 22, 2025.

Respectfully submitted,

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BITCO General Insurance Corporation and
Seckinger Forest Products, Inc. Defendants/Appellants.

PROOF OF SERVICE

I, A. Johnston Cox, of Gallivan White and Boyd, PA, *Attorney for Appellant, BITCO General Insurance Corporation*, hereby certify that the **NOTICE OF APPEAL** was served on all parties to this appeal on August 28, 2025, via email to their following counsel of record:

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August 28, 2025

1 STATE OF SOUTH CAROLINA **TRANSCRIPT OF RECORD**
2 COUNTY OF HAMPTON CASE NO.:2025-CP-25-00032

3 ****WEBEX TRANSCRIPTION****

4 -----

5 JUNE 9, 2025

6 **BEFORE:** The Honorable H. Steven DeBerry, IV

7 -----

8 JAMES WILLIAMS,

9 Plaintiff,

10 vs.

11 BITCO GENERAL INSURANCE CORPORATION and SECKINGER
12 FOREST PRODUCTS, INC.,

13 Defendants.

14 -----

15

16 APPEARANCES:

17

18 Laine Gooding, Esq.
19 Appearing for the Plaintiff.

20 Erin Dean, Esq.
21 Appearing for Defendant Seckinger.

22 Lawrence Hunter, Esq.
23 Appearing for Defendant Bitco.

24

25 Transcriber: Natalie Dahl, RPR
 SC Official Court Reporter

NOTE: Pursuant to Rule 607 (H)(1)(B), SCACR "A Court REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT." All requests for a copy of the enclosed transcript shall be sent to: Natalie Dahl, RPR, P.O. Box 762, Conway, SC 29526

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(None)	

EXHIBITS

(None)

Transcript Legend

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
Phonetic (ph)	Indicates a phonetic word
(Inaudible)	Indicates word(s) are not discernable due to audio recording quality

P R O C E E D I N G S

MR. HUNTER: Can you see me?

MS. DEAN: We can see you and hear you.

MR. HUNTER: I apologize. I'm sorry. Thank you, people. I'm very sorry for my stupidity here this morning.

THE COURT: No. No. It's probably -- it's probably the Internet connection. We'll blame it on that.

MR. HUNTER: Thank you, sir. Thank you, sir.

THE COURT: All right. We have everybody we're looking for?

MS. DEAN: I believe so.

MR. HUNTER: I believe so.

THE COURT: All right. So these are motions for summary judgment -- it is one by the plaintiff, one by the defendant -- in 2025-CP-25-00032, James Williams versus Bitco General Insurance. Is that right?

MS. DEAN: Your Honor, this is Erin Dean. I represent one of the defendants as well, Seckinger Forest Products. We filed our, sort of, a mirror motion for summary judgment to Bitco's on May 21st.

THE COURT: Okay. So I'll be happy to hear

1 from you however it makes the most sense, order
2 wise.

3 MR. HUNTER: Judge, I filed first, so I
4 probably should go first.

5 THE COURT: All right, sir. I'll be happy to
6 hear from you.

7 MR. HUNTER: Thank you, Judge. If it please
8 the Court. This case revolves around a policy of
9 motor vehicle insurance issued by my client, Bitco,
10 to Seckinger Forest Products, that Ms. Dean
11 represents. They are a local forestry company in
12 Hampton County. And Ms. Gooding, of course,
13 represents Mr. Williams, who was a driver for
14 Seckinger and insured under the policy of
15 insurance.

16 The question here before us is that Bitco and
17 Seckinger itself maintains that she purchased a
18 policy with \$75,000 worth of underinsured coverage,
19 and that -- so this is going to get into one of
20 these issues of whether there was a commercially
21 reasonable offer of uninsured/underinsured made.

22 Ms. Seckinger -- Seckinger started purchasing
23 insurance from Bitco in about 2016. They went for
24 several years buying a million dollars in uninsured
25 and underinsured motorist coverage. But in about

1 2020, I think it was, they switched and went down
2 to \$75,000 instead of the full million.

3 So as we'll be talking about here,
4 Mr. Williams got into a collision in July of 2024,
5 at which point we believe there was \$75,000 in
6 coverage as on the policy. And I should note at
7 this point, and I'll go ahead and say, that
8 Ms. Seckinger renewed her policy after this
9 incident as well with the same \$75,000 in coverage.

10 So the question before the Court here is
11 whether Bitco made a commercially reasonable offer
12 of underinsured motorist coverage above the minimum
13 limits of the policy, and whether Seckinger
14 intelligently and knowingly decided to get the
15 \$75,000 in coverage.

16 I don't know if I can share my screen here.
17 If I can, I'm going to try, because I would like to
18 show you the number one document that is in issue
19 here.

20 Are you able to see that, Judge?

21 THE COURT: Yes, sir. It's an affidavit?

22 MR. HUNTER: Yes, sir. It's an affidavit of
23 Jeanne Seckinger. Now, of course, I have a problem
24 seeing it now that I'm putting it on the screen.
25 So since I don't seem to be able to see it when I

1 put it on the screen, I will have to figure out why
2 that is and -- how about now? Is it scrolling for
3 you, Judge?

4 THE COURT: It is stationary.

5 MR. HUNTER: How about now?

6 THE COURT: Yes, sir.

7 MR. HUNTER: Okay. All right. Judge, the
8 affidavit speaks for itself. That's the motion for
9 summary judgment. Here's the -- okay. That should
10 be the affidavit of Jeanne Seckinger. It is
11 significant to the case that Ms. Seckinger is a CPA
12 herself. She's an employee of the former Murdaugh
13 Law Firm, as I understand it. And she's somebody
14 that we believe is an experienced purchaser of
15 insurance, who understands the background of
16 insurance and understands what her options are and
17 how to choose among them. That is the basic point
18 that is established in the affidavit.

19 But I want to scroll down to the exhibit just
20 so that you can understand, Judge, what we're
21 talking about in the case. This Exhibit A is the
22 waiver form that Seckinger used. And I don't know
23 if -- Your Honor probably has had many cases
24 involving underinsured and uninsured motorist
25 waivers and so forth, but there is a statutory form

1 in the South Carolina code that provides for a safe
2 harbor; that if you use the form and it is filled
3 out properly, you are conclusively presumed to have
4 understood and waived any additional coverage.

5 The point of the offer appears to be -- in
6 all of the cases that we talk about and see -- is
7 that the insured needs to understand that they have
8 the ability to buy uninsured and underinsured
9 motorist coverage up to the same liability limits
10 they are buying.

11 So, for example, here there is a million
12 dollar liability limits on this policy, but because
13 of all sorts of litigation that has taken place --
14 Wannamaker versus State Farm goes into it and other
15 cases as well -- the courts have come down and the
16 statute is focused on making sure that the insured
17 understands that he can buy the full amount of
18 liability limits in underinsured and uninsured
19 coverage, too.

20 So this Exhibit A is a copy of the South
21 Carolina form. And as I understand where we are in
22 the case, Judge, there is no difference in this
23 form and what the statute requires. So that the
24 statute -- so the form here would comply --

25 MS. GOODING: May I interrupt real quickly?

1 Because I don't -- if you have the form up, it is
2 not up on mine.

3 Can you see it, Erin and Judge DeBerry? No?
4 Okay.

5 THE COURT: No. We still see the motion.

6 MR. HUNTER: Oh, I'm sorry. How about now?

7 THE COURT: Yeah, that's it.

8 MR. HUNTER: Okay. Okay. I apologize.

9 Thank you, Laine, for pointing that out.

10 So, Judge, this Exhibit A to the Seckinger
11 affidavit is the real crux of the case. As I was
12 saying, this form is exactly a duplicate of the
13 form that is stated in the statute with one
14 exception. The form explains the background of
15 additional underinsured and uninsured motorist
16 coverage -- optional uninsured motorist coverage
17 exactly as the statute calls for. But when you
18 scroll down and see the different pages, Exhibit A,
19 Page 3 here, is the place for an offer of
20 additional uninsured motorist coverage. Each of
21 these forms we are going to talk about have a
22 heading and they have a signature line. If you
23 look at the form that's required in the statute,
24 this is pretty much a duplicate of the form,
25 including the boxes.

1 What the statute does not require is it
2 doesn't tell you what limits to put in, so each
3 insurer has to describe the limits and put in the
4 premiums and customize the form in that way. But
5 the basic statements on the form about what you are
6 purchasing are the same all the way through.

7 So in this case, as I have my cursor up
8 there, there's an offer of additional uninsured
9 motorist coverage. And at the bottom of the page
10 there, there's a box, "Do you wish to purchase
11 additional uninsured motorist coverage," and
12 Ms. Seckinger has checked "no." And if she was
13 purchasing anything more, they would ask you to put
14 in the additional limits that you want, but she
15 doesn't put in anything, which is consistent with a
16 "no" answer.

17 The situation in this case, Judge, arises
18 from this Page 4 of the exhibit because -- whereas
19 the form here starts out saying, "Offer of optional
20 underinsured motorist coverage," when you get to
21 the bottom of the page, this question has carried
22 over the same language from the page before.
23 Instead of saying, Do you wish to purchase optional
24 underinsured motorist coverage, as is the caption,
25 it says, "Do you wish to purchase additional

1 uninsured motorist covering?" And Ms. Seckinger
2 has indicated "no." She signed the affidavit --
3 she signed the document. She's not put in any
4 additional amounts that she wants to purchase. And
5 it would be our argument that this is entirely
6 consistent if you don't want any additional
7 uninsured coverage and you don't want any
8 additional underinsured coverage either.

9 But, at any rate, there is a defect in the
10 form in that location. The last page of the form
11 is sort of a wrap-up document that says she's read
12 the document in full, and she understands what has
13 been offered, and she's made the selections
14 herself, and she signed that there indicating the
15 same thing.

16 So I think it would be fair to say --
17 probably -- that if this case -- this line right
18 here had carried over the same title as the
19 document the page itself has, we wouldn't be here
20 arguing over anything. It is that single document
21 that -- that single line that is the controversy.

22 And what we have attempted to do in this case
23 to bring it before Your Honor is, as I said,
24 indicate that by this affidavit of Jeanne
25 Seckinger. And we have a companion affidavit by

1 her insurance agent, Donna Watts, as well. But the
2 thrust of this affidavit, if Your Honor takes a
3 look at it, is that she's, like I said, a CPA,
4 manager of a law firm. She's experienced in the
5 purchasing of insurance.

6 And as we go into starting in Section 6, she
7 said that she made the decision several years
8 before this to reduce her coverage from a million
9 in underinsured and uninsured, down to the \$75,000
10 because of, basically, economic reasons in terms of
11 cost of insurance, and the fact that the people
12 would be covered by this policy are also covered by
13 workers' comp coverage. So they've got worker's
14 comp coverage and 75,000 in underinsured and
15 uninsured coverage, which I should mention at this
16 point that, Your Honor, as we understand it, the
17 medical bills are about \$25,000 in this case. And
18 so Bitco has already tendered the \$75,000. We
19 haven't tried to say we're not going to pay you
20 anything until we get this part resolved. We've
21 already sent that check for \$75,000 to Ms. Gooding.

22 So, at any rate, this affidavit establishes
23 that she says she read the form, she understood
24 what she was buying, she did not notice that the
25 form did not have the signature line that was the

1 same as the heading of the form, she thought it was
2 correct, and that she intended to buy \$75,000, and
3 was fully aware that Bitco offered the higher
4 limits if she chose to purchase them, and was aware
5 of the premiums, which is part of what the statute
6 says you are supposed to provide on the form.

7 See, this Paragraph 10 indicates that after
8 this incident occurred, and this question came to
9 her attention, she didn't change her position at
10 all. She renewed the policy at the end of the year
11 with the same \$75,000 in coverage.

12 So, Judge, that's basically what we think the
13 case is about. Now, of course there are lots of
14 cases that we think are directly on point here.
15 There is primarily the cases of Grinnell
16 Corporation versus Wood, and Ray versus Austin.
17 They both came down in 2010. And in both of those
18 decisions, the supreme court held that where it was
19 established by the testimony of the insured, that
20 the insured, in fact, understood its options and
21 knowingly made a decision to purchase the lower
22 limits, that an error on the form or even failing
23 to sign the form, or not even using the form, is
24 not going to be determinative.

25 Because the point of the statute is to make

1 sure that a reasonable commercial offer was made.
2 That's the part of the Wannamaker versus State Farm
3 case that, even today, all of the cases will still
4 say that you don't have to use this form. The form
5 is a safe harbor. But if you don't use it, as long
6 as you have explained it, the insured understands
7 it, and you can prove that, then you have a
8 situation where it would make no sense to reform a
9 policy against what both parties to the policy
10 asked for. And that's basically the heart of a
11 reformation situation, which is what we have here.
12 You look at the equity of the situation, and under
13 all of the facts we have, and seems to be largely
14 without dispute here, I would say that the parties
15 intended to purchase and intended to provide
16 \$75,000, and this error on the form should not be
17 used to overturn the knowing decision of the
18 parties in purchasing this amount.

19 So I think, Judge, with that -- I also
20 mentioned -- and of course Ms. Dean can do that
21 herself, but there's been a more recent case that
22 came down as well this last year. Judge Young
23 signed an order in Stallings versus Arch Insurance
24 case, which I think Ms. Dean has submitted as an
25 attachment to her motion, and of course she can

1 speak to that as well. But these cases that we're
2 talking about -- Grinnell, Ray versus Austin, and
3 Young versus -- Stallings versus Arch -- are very
4 similar, and all stand for this proposition that --
5 I'm sorry, Judge?

6 THE COURT: I don't know where that came
7 from, but go ahead.

8 MR. HUNTER: Okay. I apologize. And so,
9 again -- in fact, I can go ahead and mention, too,
10 that if you were to look at the Grinnell versus --
11 in both Grinnell and Ray, Judge Pleicones filed a
12 concurring opinion in both of those saying that, in
13 his mind, everything stops when the insured comes
14 in, as Ms. Seckinger has done here, and says I
15 understood this, this is what I wanted to buy. And
16 that's -- that certainly goes to the heart of the
17 question as well.

18 So, again, I apologize for being late. I
19 apologize for my technical difficulties, and I
20 think that's all I have.

21 THE COURT: No need to apologize. Thank you
22 so much. I think I understand your position.

23 MR. HUNTER: Thank you, sir.

24 THE COURT: Ms. Gooding, would you like to
25 respond and then hear from Ms. Dean, or how would

1 you all like to go?

2 MS. GOODING: I think it probably makes sense
3 for Ms. Dean to go because everything I say will be
4 in response to them.

5 THE COURT: All right. Sounds good.

6 Ms. Dean.

7 MS. DEAN: Thank you. May it please the
8 Court. Again, I'm Erin Dean. I represent
9 Seckinger Forest Products in this case. And as
10 Mr. Hunter has indicated, my client has submitted
11 an affidavit through Jeanne Seckinger that
12 essentially says, you know, we knew what we were
13 doing. I'm a sophisticated business person. My
14 agent informed me of all of the options available.
15 I studied it hard, and I made an informed decision
16 to choose \$75,000 as the UIM coverage that would
17 have been applicable at the time of this accident.

18 And I just want to reiterate what Mr. Hunter
19 said. This is the named insured saying I don't
20 want you to reform my policy. I bought and paid
21 for \$75,000 worth of UIM coverage, and that is my
22 position in this matter, that there is no reason to
23 reform the policy.

24 So with that being said, Your Honor, I would
25 join in Mr. Hunter's request that the defendants'

1 motion for summary motion be granted, and that the
2 policy for UIM coverage remain at \$75,000. Thank
3 you.

4 THE COURT: All right. Thank you, ma'am.

5 Ms. Gooding.

6 MS. GOODING: Thank you, Your Honor. May it
7 please the Court. So I can't really do this
8 without reiterating some of the things -- many of
9 the things they've said, but with a very different
10 point of view. The first thing that we all know is
11 that it is the insurer's burden of proof -- initial
12 burden of proof to prove to the Court that a
13 meaningful offer of underinsured motorist coverage
14 was made. And we are all familiar with the
15 Wannamaker decision, which sets out the four prongs
16 that are to be considered and met in order for the
17 Court to find that a meaningful offer was made.

18 After Wannamaker, of course, the legislature
19 saw the need to codify the requirement of the
20 offer, and so they did that, and they set out the
21 -- the code section that deals with the form
22 wherein an offer is made, and if the form is
23 compliant with the statute and properly executed,
24 then there's a conclusive presumption that the
25 offer was meaningful. So that's the first way they

1 can meet their burden of proof.

2 The second way is if the form is not -- if
3 it's not adequate, it does not meet the statutory
4 requirements, and is not executed properly, so
5 forth and so on, then the insurer can fall back on
6 the Wannamaker factors to prove that a meaningful
7 offer was, in fact, made through things like the
8 testimony of the named insured, and other things
9 I'm sure, but that's what we have in this
10 situation. So we have two ways to go forward.

11 And then the other thing I want to point out
12 before I give you my analysis of the facts, is that
13 the case law in South Carolina is clear from our
14 supreme court dating back to at least 1990, but
15 probably even before then, that a non-complying
16 offer has the legal effect of no offer at all, and
17 that is true whether the insurer is trying to prove
18 an offer with a form, or through other evidence
19 under the Wannamaker factors.

20 So a non-complying offer is no offer at all,
21 and that is true even if -- even if the named
22 insured says, Well, all I wanted was \$75,000. And
23 so the case that I'm citing there, just to get in
24 the record before I forget, is Ackerman versus
25 Travelers Indemnity company, 318 S.C 137. That is

1 a 1995 case out of the court of appeals. And then
2 the Hanover case, Hanover versus Horace Mann, 301
3 S.C. 55, a 1990 case out of the Supreme Court of
4 South Carolina. So with those things in mind, I
5 think the place we begin is the form itself. And
6 I'm going to maybe bore the Court by trying to
7 share my screen.

8 So, Mr. Hunter, now you won't feel bad
9 because I may have the same difficulty.

10 Okay. Can everybody see the -- this is
11 Exhibit A, Page 4?

12 THE COURT: Yes, ma'am.

13 MS. GOODING: Okay. So, Your Honor, the
14 pages leading up to this are the standard form set
15 out by the statute where the coverages are
16 explained. The page before this -- and I can
17 scroll back -- is the offer of additional uninsured
18 motorist coverage where the form explains that
19 minimum uninsured motorist coverage limits of
20 \$75,000 combined single limit are automatically
21 provided by your insurance policy.

22 That's significant, Your Honor, because as we
23 all know, uninsured motorist coverage in South
24 Carolina is not a voluntary coverage. It is a
25 mandatory coverage, at least up to minimum limits,

1 which is the \$75,000.

2 And it goes on to explain, "If you select
3 additional uninsured motorist coverage, an
4 additional premium will be charged." And then you
5 see all of the additional premiums listed out
6 below.

7 Now, this is not a case about uninsured
8 coverage, but I just want the Court to see that
9 Ms. Seckinger definitely rejected additional
10 uninsured motorist coverage, because the policy had
11 to, by law, contain at least \$75,000 in uninsured
12 coverage.

13 The next page then is the offer -- or
14 purports to be the offer of optional underinsured
15 motorist coverage. What the offer says is,
16 "Minimum uninsured motorist coverage limits of
17 \$75,000 combined single limit are automatically
18 provided by your insurance policy. If you select
19 optional underinsured motorist coverage, an
20 additional premium will be charged." And it goes
21 on to list the additional premium for \$75,000, for
22 250, for 500, for a million.

23 On down, then it asks again, "Do you wish to
24 purchase additional uninsured motorist coverage?"
25 And she said "no," and signed.

1 So, Your Honor, the significance of this is
2 that by this written form, she was never given the
3 option -- you can read it two ways, I suppose. She
4 was never given the option to reject all
5 underinsured motorist coverage, because \$75,000 was
6 automatically included with her policy. She -- by
7 law, this Bitco Insurance Company is required to
8 properly advise that you don't have to have this
9 coverage. You can reject it. And so by its very
10 language, it is ambiguous, at best, and that
11 necessarily means that this form is not adequate.

12 You know, if what they meant to say here was
13 discussed underinsured coverage and everything on
14 this Page 4, you would read it, Minimum
15 underinsured motorist coverage limits of \$75,000
16 are automatically provided by your insurance
17 policy. That is not what is required by South
18 Carolina law. And if you read it for what it is --
19 uninsured motorist coverage is included at
20 \$75,000 -- it just doesn't make any sense, because
21 there is no way she can understand -- regardless of
22 how sophisticated she might be -- what this form
23 means.

24 So the form -- I think it's a really easy
25 call for the Court to conclude that the form does

1 not provide the conclusive presumption that a
2 proper, meaningful offer of UIM coverage was made
3 because -- and I know that I sound like a broken
4 record -- the significance of UIM coverage, as
5 opposed to UM coverage, is that the insured has to
6 know that all UIM coverage is voluntary. You do
7 not have to have it. If your goal is to save money
8 on your premium because of economic reasons, and
9 you know your employees are already covered by
10 workers' comp, you don't have to pay any of these
11 premiums listed for \$75,000, because it is not
12 required.

13 This form does not meet that standard, and I
14 think that that is a very clear answer to that
15 question of, first: Was the form sufficient? The
16 form was not sufficient.

17 So then we drop back to: Can they prove a
18 meaningful offer under Wannamaker, under the four
19 factors of Wannamaker? And just real quickly, I'll
20 read those factors.

21 The first is the insurer's notification
22 process must be commercially reasonable, whether
23 oral or in writing. So oral is fine as long as
24 it's sufficient.

25 Number two: The insurer must specify the

1 limits of optional coverage and not merely offer
2 additional coverage in general terms. Well, part
3 of optional is zero, and that's not made clear, at
4 least in writing.

5 Number three: The insurer must intelligibly
6 advise the nature of the optional coverage. That's
7 the key one. "Intelligibly advise the insured of
8 the nature of the optional coverage." They have to
9 let them know it's optional.

10 Number four: The insured must be told that
11 optional coverages are available for an additional
12 premium.

13 So, with that, I think the next place that we
14 go -- because it's the only evidence in the record,
15 the only evidence to be considered in this motion
16 for summary judgment -- number one, is this offer
17 form. Number two is the affidavit of
18 Ms. Seckinger. And number three is the affidavit
19 of the insurance agent, which is pretty much a
20 mirror image of Ms. Seckinger's affidavit.

21 So I'm going to take the Court to the
22 affidavit of Jeanne Seckinger. And this is
23 attached to Defendant Bitco's motion for summary
24 judgment, I believe.

25 And so the parts I want to -- I think the

1 first paragraph -- going to take the Court to
2 Paragraph 12, because Mr. Hunter has already been
3 through the basics here.

4 Okay. So Number 12, so this is Ms. Seckinger
5 explaining her understanding of the situation:
6 "I've been made aware as a result of this
7 litigation of the discrepancy." I'm going to jump
8 on down. "Prior to this current controversy, I do
9 not recall noticing that the question did not match
10 the title of the page, and I presumed that what I
11 was signing was a rejection of additional uninsured
12 coverage above the 75,000 minimum required by
13 Bitco."

14 And so what that means, Your Honor, is that
15 she doesn't understand. It is clear from her
16 affidavit that she does not understand that
17 underinsured motorist coverage was optional. She
18 believes that \$75,000 was required, the 75,000
19 minimum required by Bitco.

20 She goes on to say, "I electronically signed
21 the form indicating "no" with the intent that I was
22 rejecting additional underinsured coverage. For
23 that reason, I left the following line blank as I
24 did not intend to purchase any additional
25 underinsured coverage above the minimum of

1 \$75,000."

2 So if she completely understood the situation
3 and said to Bitco, I want \$75,000 in UIM coverage,
4 even though it's not mandatory, why did she not
5 indicate that on the form if she understood what
6 the form was? Her affidavit makes absolutely clear
7 that it was never explained to her. She never
8 comprehended that she was not required to have
9 \$75,000 of UIM coverage, as opposed to UM coverage.
10 And that, Your Honor, is the fatal flaw in the
11 argument as to the form and as to the oral
12 conversations constituting a meaningful offer under
13 Wannamaker.

14 If we scroll on down in the affidavit to
15 Paragraph 15, I think it's worth reading as well:
16 "When the dispute arose, I reviewed the facts of
17 this matter and have found no reason to change any
18 of the decisions. The coverage we requested was
19 not considered lightly." And if you go on down:
20 "For that reason, when our policy came up for
21 renewal after this controversy, we maintained our
22 previous decision and reaffirmed our decision to
23 purchase only the minimum required limits of
24 75,000."

25 She still believes after this wreck happened

1 with Mr. Williams, after the issue of UIM coverage
2 arose, she still believes that the minimum required
3 limit of UIM coverage in South Carolina is \$75,000.
4 Seckinger believes that the policy was issued
5 correctly with \$75,000 underinsured limits, and it
6 goes on.

7 Your Honor, I'm not going to bore you with
8 reading the affidavit of the agent, but it is the
9 exact same. Nowhere in his affidavit does it
10 explain that he explained to her that UIM coverage
11 was optional. And the reason these affidavits
12 don't say it is because it wasn't made clear
13 that -- you know, they are trying to dance around
14 this issue that she's sophisticated so we should go
15 with her statement after the fact that she didn't
16 want this coverage.

17 There's -- I think it's worth pointing out
18 that in even -- let's see. Even when the insured
19 is the person saying we do not want our policy
20 reformed because this is what we wanted, when the
21 Court finds that the offer was non-complying, even
22 when the insured says that's what I would have done
23 anyway, even if I would have known, that is what I
24 would have chosen, that is not good enough.
25 Because, remember, a non-complying offer has a

1 legal effect of no offer at all.

2 Your Honor, the case of Ackerman versus
3 Travelers, the court of appeals case out of 1995,
4 cites back to Howard versus American Security
5 Insurance, 315 S.C. 47: "A third party not privy
6 to the contract" -- who is Mr. Williams in this
7 situation -- "may assert the lack of an adequate
8 offer and reform the contract to increase the
9 coverage. And it cites to Howard, which says,
10 "Insurance companies' failure to make a meaningful
11 offer of underinsured motorist coverage entitled
12 the insured's husband to reformation of her policy,
13 even though the insured" -- in other words, the
14 wife -- "had consistently rejected underinsured
15 motorist coverage in the past, indicating that she
16 was only interested in purchasing mandatory
17 liability coverage at the lowest premium cost and
18 would have rejected the optional coverages, even if
19 the required information had been included in the
20 offer."

21 So it matters not what Ms. Seckinger says she
22 would do again at this point, even if she had
23 known. The significance is what she knew at that
24 time. The fact that she claims to be a
25 sophisticated purchaser of insurance -- and I would

1 say that her situation is very different than
2 the -- the Grinnell Corporation case, which dealt
3 with -- I forget which company it was, but it was a
4 national company and this particular person, the
5 procurement guy for the company, he had had
6 procured numerous policies for numerous different
7 locations, and it's a very different situation.
8 But even assuming she qualifies as a sophisticated
9 purchaser of insurance, what Grinnell says is that
10 that is admissible evidence. You can use that to
11 try to prove your meaningful offer, but it's
12 certainly not conclusive in any way.

13 So even when you have a sophisticated
14 purchaser of insurance, the offer is only as good
15 as what was explained to that sophisticated
16 purchaser or what that sophisticated purchaser knew
17 or investigated on their own. And Ms. Seckinger's
18 affidavit makes absolutely clear that she did not
19 understand that UIM coverage -- as opposed to UM
20 coverage -- was completely voluntary. She could
21 have rejected it all.

22 For all of those reasons, Your Honor, we
23 oppose the motion for summary judgment by the
24 defendants, and we've made our own motion for
25 summary judgment to let the case stand on the

1 affidavits presented by the defendants, along with
2 the offer form, and ask the Court to grant summary
3 judgment in favor of Mr. Williams and reform the
4 policy to the amount of liability coverage, because
5 a non-complying offer has the legal effect of no
6 offer at all.

7 Thank you, sir.

8 THE COURT: All right. So this is more or
9 less a DJ action instead of -- it's not on a jury
10 roster -- or what is the position there?

11 MR. HUNTER: That's correct, it is a DJ
12 action filed by Ms. Gooding.

13 MS. GOODING: That's correct.

14 THE COURT: Okay. I understand. All right.
15 I'll be happy to hear from either of you in
16 response.

17 MR. HUNTER: Yeah. Thank you, Judge. Yes.
18 The main thing I would say in response to what Ms.
19 Gooding is saying is I think -- it sounds like the
20 cases that she is citing are prior to the Grinnell
21 and the Ray cases that I'm citing the Court to.
22 Grinnell and Ray are exactly on point with a defect
23 in a form, but with an insured coming in saying I
24 understood -- I understood the offer that was made
25 to me, and the Court concluding that it made no

1 sense to reform under those circumstances.

2 I know that Ms. Gooding has stressed the
3 difference between "additional" versus "optional"
4 in some of this material here. And if I can get my
5 copy of the affidavit back up -- I don't know how
6 to do that.

7 MS. GOODING: I might need to stop sharing.
8 I didn't mean to interrupt, but I'll stop sharing
9 so that you can do that.

10 MR. HUNTER: Okay. Thank you. Thank you.

11 (A brief pause in the proceedings.)

12 MR. HUNTER: Okay. Does that look like it,
13 Judge?

14 THE COURT: Yes, sir.

15 MR. HUNTER: Judge, the -- that's not it.
16 What I mainly wanted to point out is that --
17 actually, I think it is not correct to say that the
18 minimum limits required by the statute are \$75,000.
19 What the policy says -- and this form says -- is
20 that Bitco is selling only a policy with a minimum
21 of \$75,000 single limit on it.

22 So, in other words, if she had done nothing,
23 she was going to get -- if she rejected everything
24 in any way possible, she was still going to get
25 \$75,000 in underinsured and uninsured, because that

1 is the way that Bitco sells its policy.

2 So what we're talking about is whether she
3 wanted additional coverage over the 75,000 that was
4 being offered. I think the form, when you look at
5 it, it's clear that that is her intent. The
6 affidavits are clear that it is her intent that
7 she's not going to take any more than the \$75,000
8 that was offered.

9 So I understand where Ms. Gooding is coming
10 from, but I think her argument just ends up not
11 being persuasive. Because the whole policy reason
12 behind the -- behind Wannamaker is to make sure
13 that the insured knows that if she has the option
14 to buy more coverage than she's getting on her --
15 she's got an option to buy up to the liability
16 limits of the policy, which is a million dollars.
17 It is absolutely clear from these affidavits that
18 Ms. Seckinger knew she could have purchased more,
19 up to the million. That is the important part, and
20 she chose not to do so. She chose to purchase only
21 the 75.

22 So whether you categorize it as -- I would
23 say that additional is optional, but I understand
24 why Ms. Gooding is focusing on that. But in the
25 end, the result is the same. She clearly rejected

1 any additional uninsured motorist coverage. It
2 would have made no sense for her to say, Well, I
3 want \$75,000 if only -- if the person who hits my
4 driver is uninsured, but I want a million if he's
5 underinsured. That makes no sense. You would want
6 the same amounts in any situation.

7 So Ms. Seckinger's affidavit is completely
8 clear. Justice Pleicones' comments are exactly on
9 point. Grinnell and Ray are exactly on point. And
10 we think Your Honor should award summary judgment
11 to Bitco and to Seckinger in this case.

12 THE COURT: All right.

13 Ms. Dean, anything further?

14 All right. You are muted.

15 MS. DEAN: There I go again. No, Your Honor.
16 Just, you know, reiterating my previous --
17 Ms. Seckinger knew what the options were. She was
18 told what the options were. She was told what the
19 cost of the options would be. She declined to buy
20 any coverage over the 75,000. I think it would be
21 an absurd result if the Court reformed this policy
22 to a million dollars based on the fact that she
23 wasn't told that she could refuse the automatic
24 \$75,000 UIM, and that is clearly not what the
25 insurer was interested in.

1 So I appreciate your time, Judge.

2 THE COURT: Thank you.

3 Ms. Gooding?

4 MS. GOODING: May I respond real quickly,
5 Your Honor?

6 THE COURT: Sure.

7 MS. GOODING: First of all, Grinnell -- and I
8 believe Ray, but certainly Grinnell, the supreme
9 court case they are referencing out of the year
10 2010, that case involved a situation where UIM
11 coverage was rejected in total, okay. And the
12 evidence from the very sophisticated insured or
13 representative of the insured made all of that
14 clear. There was no discrepancy. It was
15 uncontroverted based on his testimony that he
16 rejected the coverage. And so Grinnell does not
17 decide this issue.

18 The second thing, Your Honor, this notion
19 that Bitco doesn't sell anything with less than
20 \$75,000, I'm not sure that -- that's not allowed by
21 South Carolina law. And the second thing that
22 makes me wonder if that's even the case, why then
23 if you look at the offer form that, you know, that
24 has already been up on the screen where she -- the
25 page on UIM coverage that purports to be about UIM

1 coverage, if 75,000 is already included at no
2 additional premium, why does it list the option of
3 \$75,000 and it lists a premium? They can't require
4 her to purchase a policy that's going to include
5 UIM for an increased premium.

6 So if what they are saying is correct, I
7 wonder how many other people they have \$75,000
8 added UIM coverage to their policy because the form
9 is not clear? That is not just the form they used
10 for Ms. Seckinger. They represented that that was
11 the form that they used for a good number of years.
12 Maybe they still do, I don't know.

13 But the bottom line is that a non-complying
14 offer, regardless how sophisticated the insured
15 might be, has the legal effect of no offer at all.

16 Thank you.

17 THE COURT: Anything further from anybody?

18 MR. HUNTER: No, Your Honor.

19 THE COURT: All right. Well, I appreciate
20 it. I certainly understand everyone's offer. I
21 want to take an opportunity to look at the file and
22 the affidavits and the offer form, and certainly
23 I'll let you know of my decision in short -- in the
24 short time, okay.

25 MS. GOODING: Thank you so much.

1 THE COURT: Have a great day.

2 (Whereupon, the Webex hearing concluded.)

3 **CERTIFICATE OF TRANSCRIBER**

4
5 Case Name: James Williams v. Bitco/Seckinger

6 Case No.: 2025-CP-25-00032

7 Date of Hearing: June 9, 2025

8 *****

9 I, Natalie Dahl, do hereby certify that the
10 foregoing transcript is a true and correct record
11 of the recorded proceedings; that said proceedings
12 were transcribed to the best of my ability from
13 the audio recording.

14 I do further certify that I am neither of
15 kin, counsel, nor have interest to any party
16 hereto.

17 *Natalie Dahl, RPR*

18 _____

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

The Honorable Steven DeBerry, IV, Judicial Circuit Court Judge
Case No. 2025CP2500032

Appellate Case No. 2025-001727

James Williams Respondent,

v.

BITCO General Insurance Corporation and
Seckinger Forest Products, Inc.....Appellants.

CERTIFICATE OF COUNSEL

Pursuant to Rule 210(g), SCACR, Appellant's counsel hereby certifies that the Record on Appeal contains all material proposed to be included by the parties and not any other material.

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March 16, 2026