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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The South Carolina Supreme Court

APPEAL FROM SUMTER COUNTY
In the Court of Common Pleas
Hon. R. Kirk Griffin

Appellate Case No. 2026-000377

Ex Parte: Liberty Mutual Insurance Company and Horace Mann Property and Casualty Insurance Company, Respondents,

In Re:

Howell D. Thompson and Tara L. Thompson,

Petitioners,

v.

Carlos Toney,

Defendant.

RESPONDENT HORACE MANN PROPERTY AND CASUALTY INSURANCE COMPANY'S RETURN TO PETITIONER'S PETITION FOR WRIT OF CERTIORARI

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COMPANY

March 20, 2026
Columbia, South Carolina

TABLE OF CONTENTS

PAGE

TABLE OF AUTHORITIES

CASES **PAGE**

RULES

STATUTES

QUESTIONS PRESENTED FOR REVIEW

1. Whether the Court of Appeals erred in affirming the dismissal of the case where the action was commenced against the at-fault driver after he voluntarily appeared at his deposition to give testimony in the case?

2. Whether the Court of Appeals erred in relying on *Louden* and finding the insurance carriers did not waive service-related issues where they failed to timely file motions to dismiss, participated in robust litigation for nearly two years, and waited until the eve of trial, after the statute of limitations had passed, to raise service-related issues to the circuit court?

3. Whether the Court of Appeals erred in refusing to estop Liberty Mutual from raising a service defense where it assured Petitioners that no service-related issues existed within the timeframe remaining for serving the complaint and accepted the jurisdiction of the circuit court by requesting the circuit court change venue?

4. Whether the Court of Appeals erred in finding Petitioners' laches argument was not preserved?

STATEMENT OF THE CASE AND FACTS

On December 5, 2019, Petitioners Howell D. Thompson and his wife, Tara L. Thompson, (hereinafter "Petitioners") brought this action alleging negligence and loss of consortium against Defendant Carlos D. Toney, seeking recovery from Petitioners' underinsured motorist ("UIM") insurance carriers for damages sustained from a motor vehicle accident. In Petitioners' initial action against Defendant Toney, Petitioners settled their claims against the Defendant and his liability carrier, State Farm, on September 9, 2019. (R. pp. 572-575). As a result, Petitioners executed a Covenant Not to Execute to preserve their claims for recovery from their own UIM coverage. *Id.*

In the present action on appeal, Petitioners served the Summons and Complaint on Respondent Liberty Mutual Insurance Company (hereinafter "Liberty Mutual") on December 19, 2019, and on Respondent Horace Mann Casualty and Property Insurance Company (hereinafter "Horace Mann", and, together with Liberty Mutual, "Respondents") on December 18, 2019,

pursuant to S.C. Code Ann. §§ 38-5-70 and 38-77-160. (R. pp. 653-654). By December 20, 2019, Petitioners filed letters from the South Carolina Department of Insurance, accepting service on behalf of both the Respondents. *Id*. However, Petitioners did not, at any point, personally serve Defendant Toney with the Complaint and, therefore, did not file a proof of service showing service on Toney. (R. p. 176).

On January 2, 2020, Liberty Mutual timely filed an Answer alleging, *inter alia,* defenses based upon improper service and the Statute of Limitations. (R. p. 53, line 12-p. 55, line 23). On January 7, 2020, Horace Mann timely filed an Answer alleging, *inter alia,* improper service. (R. p. 59, lines 9-13). On February 20, 2020, Liberty Mutual filed a consent Amended Answer alleging, *inter alia,* defenses based upon improper service and the Statute of Limitations. (Liberty Mutual Am. Answer, at ¶¶ 22, 34) (R. p. 64, lines 15-20) (R. p. 67, lines 3-4). By June 2, 2020, Petitioners failed to serve the Summons and Complaint on Defendant Carlos Toney before the Statute of Limitations in this matter expired, which Petitioners have admitted. (R. p. 176); *see also* (R. p. 137, line 19).

As a result, Liberty Mutual filed a Motion to Dismiss or, in the alternative, Motion for Summary Judgment on October 26, 2021, alleging Petitioners' failure to serve the Complaint on Toney within the Statute of Limitations. (R. pp. 127-128). Three days later, Horace Mann filed a Motion to Dismiss for Failure to Obtain Service of Process, whereupon Petitioners submitted their Memoranda in Opposition to these motions on December 15, 2021, and January 27, 2022. (R. pp. 129-130); *see also* (R. pp. 136-162) (R. pp. 183-238).

This case proceeded to a hearing before the Hon. R. Kirk Griffin on January 6, 2022. At the hearing, Respondents made motions for dismissal and/or summary judgment as to Appellant's failure of service on the Defendant Toney within the Statute of Limitations. The Circuit Court

subsequently construed the motion as a Motion for Summary Judgment under Rule 56 of the South Carolina Rules of Civil Procedure and granted the motion in favor of the Respondents. (R. pp. 25-43). The Circuit Court specifically found that the action had not been commenced against Toney, a valid judgment could not be attached against Toney, and Toney would be prejudiced by allowing the case to move forward. (R. p. 31, lines 3-15) (R. p. 34, lines 17-27). The Circuit Court further noted that the Respondents, as UIM carriers, did not waive service because "the timing of [their motions were] nearly identical to the timing of the successful motion in *Louden.*" (R. p. 34, lines 20-23). Therefore, the Respondents' participation in litigating this case, without more, did not rise to such a degree as to constitute a waiver of service. *Id.* Finally, the Circuit Court held Toney's appearance at his deposition did not amount to a voluntary appearance in the case because it would "circumvent the UIM statute, *Louden* and *Williams*[,] all of which require timely service upon a putative at-fault driver as a necessary prerequisite to a UIM claim so that the UIM carriers' rights to defend (and the right to insist on a valid judgment) are not compromised." (R. pp. 41-42).

Upon entry of judgment in favor of Respondents, Petitioners filed a motion pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. (R. pp. 247-284). The Court held that the motion did not necessitate any oral argument from the parties and summarily denied Petitioners' motion on December 21, 2022. (R. pp. 44-45). Petitioners filed a Notice of Appeal on January 19, 2023. (R. pp. 658-660). All final briefs of the parties in this matter were submitted to the South Carolina Court of Appeals by October 9, 2023. The South Carolina Court of Appeals heard oral argument in this matter on November 14, 2024, and thereafter issued a comprehensive Opinion affirming the circuit court's dismissal of Petitioners' claims. *Ex parte Liberty Mut. Ins. Co.*, No. 2023-000074, 2025 WL 2794501 (Ct. App. Oct. 1, 2025). In its Opinion, the Court of Appeals conducted a detailed analysis of the record and the controlling law and concluded that

Petitioners failed, as a matter of law, to preserve an action against the at-fault driver as required to pursue underinsured motorist ("UIM") benefits. (Op., at pp. 4–7).

Specifically, the Court of Appeals rejected Petitioners' contention that Defendant Carlos Toney's participation in a videoconference deposition constituted a voluntary appearance sufficient to substitute for service of process. (Op., at p. 5). The Court found there was "no indication that Toney was informed during the deposition that he was the defendant in the Thompsons' lawsuit," and further noted that Toney "made no argument regarding the merits and did not indicate he understood that he was a defendant or that he was appearing for the purpose of defending himself in this lawsuit." *Id.* Based on these undisputed facts, the Court correctly held that no voluntary appearance occurred under Rule 4(d), SCRCP. (Op., at pp. 5–*6).*

Relying on longstanding precedent, including *Louden v. Moragne*, the Court of Appeals further reaffirmed that South Carolina law imposes a "mandatory requirement that the insured preserve an action against the at-fault driver to maintain a claim for UIM coverage." (Op., at p. 7). Because Petitioners neither served Toney nor established a legally sufficient substitute for service within the statute of limitations, dismissal was required as a matter of law. (Op., at pp. 6–7).

The Court of Appeals also thoroughly addressed and rejected Petitioners' waiver-based theories. The Court held that Respondents adequately asserted service-related defenses in their answers, timely raised those defenses through summary judgment motions, and did not waive them by participating in litigation while operating under the reasonable assumption that service on Toney had been accomplished. (Op., at pp. 7–11). The Court further determined that Petitioners failed to preserve any laches argument for appellate review. (Op., at pp. 10–11). Because the Court found waiver did not occur, it properly declined to consider prejudice. (Op., at p. 11). The Court additionally held that Petitioners failed to establish the elements of estoppel and that Liberty

Mutual did not waive any service-related defense by filing a motion to transfer venue without raising service issues. (Op., at pp. 11–13).

The Honorable Blake A. Hewitt concurred in the Court's decision. Judge Hewitt expressly agreed with the majority that "the best reading of the relevant authorities provides that there is a mandatory requirement that an action against the at-fault driver be preserved in order for an insured to maintain a claim for underinsured motorist coverage." (Op., at p. 14). While Judge Hewitt observed that a different outcome might follow if proper service were merely a waivable personal-jurisdiction defense, a circumstance not present in this case, he agreed with the majority's application of existing law to the record before the Court. *Id.*

Petitioners thereafter filed a Petition for Rehearing, which the Court of Appeals denied. (Pet. for Rehearing, dated Oct. 16, 2025)(Order Denying Rehearing, dated Jan. 21, 2026*).* Having failed to obtain relief from the Court of Appeals, Petitioners filed their Petition for Writ of Certiorari with this Honorable Court on February 20, 2026, seeking discretionary review of the Court of Appeals' Opinion.

ARGUMENT

I. Because Petitioners failed to preserve an action against the at-fault driver and no voluntary appearance occurred, the Court of Appeals correctly affirmed dismissal.

South Carolina law imposes a mandatory requirement that an insured preserve an action against the at-fault driver in order to maintain a claim for underinsured motorist coverage. *Williams v. Selective Ins. Co. of Se.,* 315 S.C. 532, 534-35, 446 S.E.2d 402, 404 (1994)(*See also* S.C Code Ann. § 38-77-160 (2025)). This requirement is not a technical pleading rule and is not subject to equitable modification; it is a substantive prerequisite grounded in statute and long-standing precedent. Petitioners concede they never served Defendant Toney within the Statute of

Limitations and therefore never commenced an action against him as required by Rule 3(a), SCRCP, and S.C. Code Ann. § 38-77-160. That failure is dispositive.

Under Rule 242(b), SCACR, a writ of certiorari is "not a matter of right, but of sound judicial discretion," and will be granted only where there are "special and important reasons." South Carolina Rules of Civil Procedure, Rule 242(b), SCRCP. Petitioners do not identify any such reason. Instead, the Petition largely re-asserts the same arguments already addressed and rejected in the Opinion, including arguments that are record-dependent and controlled by settled authority. Even if every factual contention advanced by Petitioners were accepted as true, the outcome would not change. No action was ever commenced against the at-fault driver within the statute of limitations, and Petitioners' alternative theories of waiver, estoppel, and laches cannot revive a claim that failed to satisfy a mandatory prerequisite. The Petition therefore fails to present the type of novel question, conflict, or other exceptional circumstance that would justify this Court's discretionary intervention.

A. Because Toney was never informed he was a Defendant, made no indication that he understood he was the named Defendant, and did not otherwise demonstrate an intent to submit to the Court's jurisdiction, the Court of Appeals did not err in holding that his videoconference deposition did not constitute a voluntary appearance and properly affirmed dismissal.

Under *Louden*, the Court of Appeals has held that "the named defendant in an action for benefits under a plaintiff's underinsured motorist policy must be properly served with the summons and complaint prior to the running of the statute of limitations." *Louden v. Moragne,* 327 S.C. 465, 469, 486 S.E.2d 525, 527 (Ct. App. 1997). The Court, in its Opinion, thoroughly outlined the procedural and statutory requirements for service and, coupled with Petitioners' concession that they did not personally serve Carlos D. Toney, correctly held that Petitioners failed to preserve an action against the at-fault driver. (Op., pp. 4-5).

Petitioners, in an attempt to bypass this critical requirement, argue that Toney made a voluntary appearance in this matter by way of videoconference deposition, thereby submitting to the trial court's personal jurisdiction; however, the Court correctly addressed this argument at length. (Pet. for Writ of Cert., at pp. 10-14)(Op., at pp. 4-7). The Court held: "[w]e hold Toney's appearance at this deposition, which was held by videoconference, did not constitute a voluntary appearance sufficient to satisfy Rule 4(d)." (Op., at p. 5). Despite that holding, Petitioners again urge reconsideration by re-characterizing the record and re-arguing that "each piece of testimony" was "in defense of the case," such that any participation, regardless of degree, should constitute a voluntary appearance under Rule 4(d). (Pet. for Writ of Cert., at p. 10). However, Petitioners' support for this position throughout the course of this Appeal has hinged directly upon the Notice of Deposition for Toney, Toney's deposition transcript, and the precedential authority of *S.C. Dep't. of Soc. Servs., ex rel. Roseboro v. Burris*, *Ex parte Cannon,* and *Israel v. Carolina Bar-B-Que, Inc.* (Pet. for Writ of Cert., at p. 11).[1] In the cases cited by Petitioners, a "voluntary appearance" revolved around a robust, extensive participation in the respective case by the party against whom the doctrine was being asserted, including participation in the trial and/or dispositive hearing. See, e.g., *Ex Parte Cannon, 385 S.C. 643, 685 S.E.2d 814 (Ct. App. 2009*) (personal representative participated in **multiple** hearings over **multiple** days); *S.C. Dep't. of Social Svcs., ex rel. Roseboro v. Burris, 297 S.C. 537, 377 S.E.2d 578 (1989)* (paternity suit respondent testified at **trial**); *Israel v. Carolina Bar-B-Que, 292 S.C. 282, 366 S.E.2d 123 (Ct. App. 1987)* (trustee defendant testified at **trial**). The Court evaluated the Petitioners' cited authorities and correctly distinguished them on the record before it. Specifically, the Court found:

> Unlike *Burris, Cannon,* and *Israel*, here the record contains no indication that Toney was informed during the deposition that he was the defendant in the

[1] Petitioners insist that Defendant Toney was sent a Notice of Deposition; however, the Notice of Deposition was sent to counsel for Respondent Liberty Mutual, not Defendant Toney. (R. pp. 463-65).

> Thompsons' lawsuit. Further, Toney made no arguments regarding the merits and did not indicate he understood that he was a defendant or that he was appearing for the purpose of defending himself in this lawsuit.

(Op., at p. 5).

Further, all the cases cited by Petitioners involved parties who engaged in the presentation of *their own argument* on the issue of whether a voluntary appearance occurred. In *New Hampshire Ins. Co. v. Bey Corp.,* the Court of Appeals held that even a party's appearance at a hearing to set aside default was not a voluntary appearance as contemplated by Rule 4(d), thereby demonstrating that the mere presence of a named party at *one* hearing or similar proceeding is insufficient to grant a finding of a voluntary appearance. *New Hampshire Ins. Co. v. Bey Corp.,* 312 S.C. 47, 435 S.E.2d 377 (Ct. App. 1993). Here, Defendant Toney never filed any documents on his own behalf nor any notices of appearance by any counsel on his behalf. The only presence Defendant Toney has ever had in this action was his sitting for a brief, videoconference deposition. Accepting the Petitioners' theory would dramatically expand the voluntary-appearance doctrine, converting any deposition, noticed by any party for any purpose, into jurisdictional consent. As such, the Court carefully and correctly distinguished Petitioners' authorities and explained that the record is not reflective of Petitioners' position. Petitioners' attempt to obtain certiorari review is therefore not a request to resolve a novel legal issue, but rather an effort to re-litigate a record-dependent determination already fully addressed in the Opinion by the Court of Appeals.

B. Because preservation of an action against the at-fault driver is mandatory under South Carolina law and was not satisfied here, the Court of Appeals correctly applied *Louden v. Moragne*.

Petitioners assert that *Louden* is distinguishable because Respondents allegedly "buried" generalized service defenses in their answers and did not adequately object to personal jurisdiction. Petitioners rely on *Unisun Insurance v. Hawkins* to argue waiver based on lack of specificity. (Pet.

for Writ of Cert., at pp. 18-20). The Court of Appeals correctly rejected this argument and held that Respondents sufficiently pled defenses of improper service because their pleadings contained more specificity than those at issue in *Unisun*. (Op., at p. 8). Petitioners also rely on the concurring opinion of Judge Blake A. Hewitt as a purported basis for certiorari under *Unisun*. (Pet. for Writ of Cert., at p. 20). However, as the concurrence itself states, Judge Hewitt agreed with the majority that the "best reading of the relevant authorities provides that there is a mandatory requirement that an action against the at-fault driver be preserved in order for an insured to maintain a claim for underinsured motorist coverage." (Op., at p. 14). The concurrence merely presents a hypothetical alternative analysis *if* service were not an absolute requirement. That hypothetical does not create ambiguity or conflict in the controlling holding, and it supplies no "special and important reason" for discretionary review under Rule 242. Instead, it merely offers an alternative analysis in which service on the at-fault driver would not be mandatory, or simply a caveat to the majority's opinion, of which he shared.

Petitioners' attempt to re-cast the sufficiency of Respondents' pleadings is an effort to re-argue issues already resolved in the Opinion. Specifically regarding Respondent Horace Mann's Answer, the Court's Opinion provided that "The introductory paragraph in Horace Mann's answer stated, 'Defendant, by and through the [UIM] carrier, Horace Mann … ("Defendant") hereby answeres the [c]omplaint'" and sufficiently raised a defense of improper service through its "allegation that the [Petitioners] failed to obtain service of process against Toney." (Op., at p. 8). Moreover, the Court correctly reinforced that the burden remained on Petitioners, not the UIM carriers, to establish personal jurisdiction by proper service on the defendant. (*Id.,* at p. 7) The Court expressly rejected the contention that Respondents were responsible for disproving service. *Id.* Finally, while discussing estoppel, the Court noted Petitioners had several months during which

they could have served Toney within the statute of limitations, underscoring that the service-related defenses placed Petitioners on notice and that Petitioners took no action to investigate or cure any deficiency.[2] (*Id.,* at p. 12). Because preservation of an action against the at-fault driver is mandatory under South Carolina law, Petitioners' attempts to recast this failure as a waivable procedural defect necessarily fail.

C. Because Respondents' participation in litigation occurred in their statutory role as UIM carriers and under the reasonable assumption that the at-fault driver had been served, the Court of Appeals did not err in holding that such participation did not constitute waiver.

Petitioners continue to rely on *Maybank v. BB&T Corporation* to argue waiver by participation in litigation. (Pet. for Writ of Cert., at p. 20-21). *See Maybank v. BB&T Corporation,* 416 S.C. 541, 565, 787 S.E.2d 498, 510 (2016). The Court of Appeals drew a stark and correct distinction between the *Maybank* defendant and the Respondents in this matter:

> We find the facts of *Maybank* are distinguishable. …. The corporate defendant in *Maybank* was the direct defendant in the action and it based its personal jurisdiction argument upon the grounds that it was an out-of-state business with insufficient ties with this state. [*Maybank,* 416 S.C.] at 564, 787 S.E.2d at 510. Unlike the corporate defendant in *Maybank,* however, [Respondents'] participation in this case is based upon their position as the UIM carriers pursuant to section 38-77-160. [Respondents'] actions demonstrate they were preparing for litigation under the assumption Toney had been served. Although two years is a lengthy period, we find [Respondents] did not waive these defenses by participating in litigation.

(Op., at p. 10). *Maybank* involved a direct corporate defendant waiving a personal jurisdiction defense based on out-of-state contacts. Here, the Respondents are not direct defendants but entities

[2] Regarding Petitioners' arguments relating to estoppel, Respondent Horace Mann respectfully offers to this Court that any such arguments are directed at the interparty communications between Petitioners and Respondent Liberty Mutual, whereby such estoppel arguments are not within the issues on appeal between Petitioners and Respondent Horace Mann. To the extent any such rebuttal may be necessary by Respondent Horace Mann to Petitioners' estoppel arguments, the Court of Appeals, in its Opinion, pointedly ruled that Petitioners bear the burden to serve Defendant Toney and admitted they did not, whereby no reliance or prejudicial change in position may exist. Further, service (or lack thereof) resided within Petitioners' control, whereby these independent failures foreclose estoppel as a matter of law. As such, the Court of Appeals properly rejected Petitioners' estoppel arguments, as Petitioners failed to satisfy multiple required elements.

implicated by the nature of UIM statutory authority, where strict compliance with statutory requirements in pursuing a UIM claim is essential to prevent manipulation and ensure fairness to all parties. Respondents are not in privity with the at-fault driver, so their participation in this case should have been anticipated as entities duly served and assuming service was accomplished on the at-fault driver. In its Opinion, the Court held Respondents' actions demonstrated they were preparing for litigation under the assumption Toney had been served. *Id.* Although the litigation period was lengthy, the Court correctly held Respondents did not waive their defenses by participating in litigation in the UIM posture contemplated by statute. *Id.*

Furthermore, this Court correctly determined that Petitioners' arguments regarding the Respondents' participation and the doctrine of laches were not properly preserved for appellate review because Petitioners failed to raise them earlier in the litigation. (Op., at p. 10). When this matter was before the trial court on the Respondents' respective motions, Petitioners did not raise the doctrine of laches, and the trial court granted the Respondents' motions in its Order dated August 26, 2022. (R. pp. 25-43) (*See also* R. pp 136-154). It was not until Petitioners filed their motion to reconsider that the doctrine of laches was raised; however, the trial court, in its December 21, 2022, Order, determined its original Order, dated August 26, 2022, was fully supported by the evidence, ratified, and reconfirmed, thereby denying Petitioners' motion to reconsider. (R. p. 44). Petitioners cannot recast the record to cure preservation. Therefore, this Court must decline to address these arguments at this time as they are not properly before the Court.

D. Because service defenses may be raised by answer and resolved by summary judgment under Rules 12 and 56, SCRCP, the Court of Appeals did not err in rejecting Petitioners' Rule 12 waiver theory.

In its Opinion, the Court explained that, "[a]lthough [Rule] 12(b) requires that a motion asserting insufficient service of process be made before pleading, this does not preclude

[Respondents] from raising such defense in their answer and then arguing the issue along with a defense of expiration of the statute of limitations in a motion for summary judgment." (Op., at p. 9). The Court further emphasized that Petitioners bore the burden of serving Toney and establishing personal jurisdiction and failed to do so, even though they had months to cure any defect before the statute of limitations expired. Still, Petitioners urge this Court that:

> The entire purpose of Rule 12 is to require parties to timely raise issues to the circuit court and other parties to prevent unfair surprise and preserve the resources of both the court and litigants. Had Respondents appropriately raised the lack of service issue timely, Petitioners could have cured any defect.

(Pet. for Writ of Cert., at p. 19, f.n. 8). This is a gross mischaracterization of the sequence of events in this matter. Respondent Horace Mann strictly complied with the purpose of Rule 12(b) and acted, as correctly noted by the Court of Appeals in its Opinion, under the assumption that Toney had been served. (Op., at p. 10). Once such a deficiency was confirmed, Respondent Horace Mann took the appropriate procedural measures by filing its motion on service-related and statute-of-limitations issues. In support of its ruling, the Court of Appeals correctly relied upon the procedural rules governing Respondent Horace Mann's motion such that no oversight or misapprehension would exist and, therefore, correctly determined that Respondents timely raised service-related defenses and that the trial court did not err in adjudicating these motions as motions for summary judgment. (*Id.*, at p. 9-10).

CONCLUSION

Based upon the arguments presented herein and throughout the course of this appeal, Petitioners have not demonstrated any "special and important reasons" warranting certiorari review under Rule 242, SCACR. The Court of Appeals correctly applied *Louden*, *Williams*, Rule 3(a), SCRCP, Rule 4(d), SCRCP, S.C. Code Ann. § 38-77-160, and preservation doctrines to conclude that the action was never commenced against the at-fault driver and that Petitioners'

waiver and estoppel theories fail. As such, Respondent Horace Mann Property and Casualty Insurance Company respectfully submits that this Court must deny Petitioners' Petition.

Respectfully submitted,

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