

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

D. Craig Brown, Circuit Court Judge

Circuit Case No. 2012-CP-07-1352
Appellate Case No. 2013-002578

Bruce R. Hoffman,

Appellant,

v.

Seneca Specialty Insurance Company; CRC Insurance
Company; CRC Insurance Services, Inc. d/b/a Southern Cross
Underwriters of Sumter; Adylette Services of Lowcountry, Inc.,
and Capstone ISG, Inc.,

Defendants,

Of whom Seneca Specialty Insurance Company is the Respondent.

SUPPLEMENTAL RECORD ON APPEAL

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1. Causes of Loss – Special Form (attached to Hoffman’s Motion for Summary Adjudication of Issue (Rule 56)/Injunctive Relief filed May 4, 2012)1

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning Refer to Section F. – Definitions

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is

1. Excluded in Section B., Exclusions; or
2. Limited in Section C , Limitations, that follow

B. Exclusions

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

a. Ordinance Or Law

The enforcement of any ordinance or law

- (1) Regulating the construction, use or repair of any property, or
- (2) Requiring the tearing down of any property, including the cost of removing its debris

This exclusion, Ordinance Or Law, applies whether the loss results from

- (1) An ordinance or law that is enforced even if the property has not been damaged, or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property

b Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event,
- (2) Landslide, including any earth sinking, rising or shifting related to such event,
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased,

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion

- (5) Volcanic eruption, explosion or effusion But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter, or
- (c) Lava flow

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property

c Governmental Action

Seizure or destruction of property by order of governmental authority

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph B 4.a.(1) applies to these coverages

f. War And 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

g. Water

- (1) Flood, surface water waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not,
- (2) Mudslide or mudflow,
- (3) Water that backs up or overflows from a sewer, drain or sump, or
- (4) Water under the ground surface pressing on, or flowing or seeping through
 - (a) Foundations, walls, floors or paved surfaces,
 - (b) Basements, whether paved or not, or
 - (c) Doors, windows or other openings

But if Water, as described in g (1) through g.(4) above, results in fire explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss"

This exclusion does not apply

- 1 When "fungus", wet or dry rot or bacteria results from fire or lightning, or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus" Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area

2. We will not pay for loss or damage caused by or resulting from any of the following.
 - a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires
But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire
 - b. Delay, loss of use or loss of market
 - c. Smoke, vapor or gas from agricultural smudging or industrial operations
 - d.(1) Wear and tear,
 - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself,
 - (3) Smog,
 - (4) Settling, cracking, shrinking or expansion,
 - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds rodents or other animals

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere,

(b) Changes in or extremes of temperature, or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure, or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others, or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees), but theft by employees (including leased employees) is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, except as provided below in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss." But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss."

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c Faulty, inadequate or defective.

- (1) Planning, zoning, development surveying, siting,
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction,
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance,
- of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for

- (1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss

- (2) Any loss caused by or resulting from
 - (a) Damage or destruction of "finished stock", or
 - (b) The time required to reproduce "finished stock"

This exclusion does not apply to Extra Expense.

- (3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers
- (4) Any increase of loss caused by or resulting from
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons, or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

- (5) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration"
- (6) Any other consequential loss

b. Leasehold Interest Coverage Form

- (1) Paragraph B 1 a. Ordinance Or Law, does not apply to insurance under this Coverage Form

- (2) We will not pay for any loss caused by:

- (a) Your cancelling the lease,
- (b) The suspension, lapse or cancellation of any license, or
- (c) Any other consequential loss

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph B.1.a., Ordinance Or Law,
- (b) Paragraph B 1 c , Governmental Action,
- (c) Paragraph B.1.d., Nuclear Hazard,
- (d) Paragraph B.1 e , Utility Services, and
- (e) Paragraph B 1.f , War And Military Action

- (2) The following additional exclusions apply to insurance under this Coverage Form

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that

- (i) Your assumption of liability was executed prior to the accident, and

- (ii) The building is Covered Property under this Coverage Form

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused

C Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass

- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion

- c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless

- (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters, or

- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft

However, this limitation does not apply to

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

- (2) Business Income coverage or Extra Expense coverage

- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property

- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage.

- a. Animals, and then only if they are killed or their destruction is made necessary

- b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to

- (1) Glass, or

- (2) Containers of property held for sale

- c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property

However, this limitation does not apply

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form, or
 - (2) To Business Income coverage or to Extra Expense coverage
3. The special limit shown for each category, a through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are
- a. \$2,500 for furs, fur garments and garments trimmed with fur
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item
 - c. \$2,500 for patterns, dies, molds and forms
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property

This limitation, C.3., does not apply to Business Income coverage or to Extra Expense coverage

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage
- a. Results in discharge of any substance from an automatic fire protection system, or
 - b. Is directly caused by freezing

However, this limitation does not apply to Business Income coverage or to Extra Expense coverage

D. Additional Coverage – Collapse

The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in D 1. through D.5. below

1. With respect to buildings.

- a. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose,
 - b. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse,
 - c. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building,
 - d. A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion
2. We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following
- a. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part,
 - b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse
 - c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse,
 - d. Weight of people or personal property;
 - e. Weight of rain that collects on a roof,

- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in 2.a. through 2.e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse

The criteria set forth in 1.a. through 1.d. do not limit the coverage otherwise provided under this Causes of Loss Form for the causes of loss listed in 2.a., 2.d. and 2.e.

- 3 With respect to the following property
 - a Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers
 - b. Awnings, gutters and downspouts;
 - c. Yard fixtures,
 - d. Outdoor swimming pools,
 - e. Fences,
 - f. Piers, wharves and docks,
 - g. Beach or diving platforms or appurtenances,
 - h. Retaining walls, and
 - i. Walks, roadways and other paved surfaces,
 if the collapse is caused by a cause of loss listed in 2.b. through 2.f, we will pay for loss or damage to that property only if
 - a. Such loss or damage is a direct result of the collapse of a building insured under this Coverage Form, and
 - b The property is Covered Property under this Coverage Form
- 4. If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if
 - a. The collapse was caused by a Cause of Loss listed in 2 a through 2 f. above,
 - b. The personal property which collapses is inside a building, and
 - c. The property which collapses is not of a kind listed in 3 above, regardless of whether that kind of property is considered to be personal property or real property

The coverage stated in this Paragraph 4. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling shrinkage or expansion

- 5 This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

- 1 The coverage described in E 2 and E.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence
 - a. A "specified cause of loss" other than fire or lightning, or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises
- 2 We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria,
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria, and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present
- 3. The coverage described under E.2 of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period) With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.

6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form.

a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration" we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

b. Loss or damage must be caused by or result from one of the following causes of loss.

(1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.

(2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.

(3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, F.3., does not increase the Limit of Insurance.

G Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified Causes of Loss" means the following: Fire, lightning; explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism; leakage from fire extinguishing equipment, sinkhole collapse, volcanic action, falling objects, weight of snow, ice or sleet, water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes, or

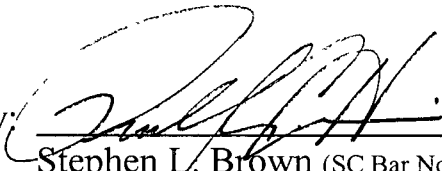
- (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open, or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

CERTIFICATE OF COUNSEL

In accordance with Rule 210(g), SCACR, the undersigned hereby certifies that this **Supplemental Record on Appeal** contains material properly included in the Record on Appeal and not any other material. Additionally, the undersigned hereby certifies that this **Supplemental Record on Appeal** complies with the Supreme Court order dated April 15, 2014.

Respectfully submitted,

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Charleston, South Carolina

Dated: 12/3/14

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RECEIVED

DEC 05 2014

SC Court of Appeals

Bruce R. Hoffman,

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**Seneca Specialty Insurance Company; CRC Insurance
Company; CRC Insurance Services, Inc. d/b/a Southern Cross
Underwriters of Sumter; Adylette Services of Lowcountry, Inc.,
and Capstone ISG, Inc.,**

Defendants,

Of whom Seneca Specialty Insurance Company is the Respondent.

PROOF OF SERVICE

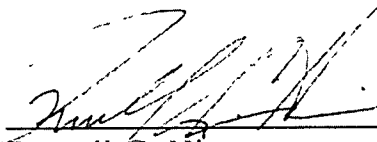
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I, Russell G. Hines, of Young Clement Rivers, LLP, counsel for Respondent above named, do hereby certify that I have served **Respondent's Motion for Leave to File Supplemental Record on Appeal** and **Supplemental Record on Appeal** on all other parties to this appeal by depositing a copy of the same in the United States Mail, postage prepaid, on December 3, 2014, addressed as follows to said parties or their counsel of record:

Bruce R. Hoffman, Esquire
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574 Sea Island Parkway
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Appellant/Attorney for Appellant

Respectfully submitted,

YOUNG CLEMENT RIVERS, LLP

By: 

Russell G. Hines

Charleston, South Carolina

Dated: 12/3/14