

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

23054

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

Case No. 2016-000987

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SC Court of Appeals

Randall Dixon, ... Appellant,

v.

Nationwide Property & Casualty

Insurance Company, ... Respondent.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2014-CP-04-00411

Randall Dixon,

APR 19 2016

CLERK OF COURT

Plaintiff,

v.

Nationwide Property & Casualty Insurance
Company,

Defendant.

ORDER

2016 APR 19 AM 10:14
COMMON PLEAS AND
GENERAL SESSIONS

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ANDERSON SC

This matter came before the Court for non-jury trial on June 18, 2015. Donald L. "Chuck" Allen, Esquire, appeared for the Plaintiff. Appearing for the Defendant was J.R. Murphy, Esquire. Upon careful consideration of the facts and the law, the Court finds for the Defendant.

BACKGROUND

This is an action for a declaratory judgment for reformation of an auto insurance policy due to the alleged failure of the defendant insurer to make a meaningful offer of underinsured motorist (UIM) coverage. The only other cause of action in the Complaint, alleging bad faith, has been dismissed by consent of the parties.

The Plaintiff, Randall Dixon, alleges in his Complaint that prior to September 7, 2013, he purchased insurance for a 2003 Suzuki motorcycle from the Defendant, Nationwide Property & Casualty Insurance Company (hereinafter "Nationwide"). The policy had minimum limits of \$25,000 per person and \$50,000 per accident for bodily injury liability coverage and uninsured motorist (UM) coverage. The policy Nationwide issued to Dixon did not carry UIM coverage.

On September 7, 2013, Dixon was in a motor vehicle accident while operating his 2003 Suzuki motorcycle as a result of which he suffered bodily injuries. The liability carrier for the at-fault driver, Allstate Insurance Company, tendered its liability limits of \$100,000. Dixon alleges that he sustained damages which exceeded the amount of the liability coverage and brought this action seeking reformation of the Nationwide policy to include UIM coverage with limits equal to the liability coverage.

FINDINGS OF FACT

The Dixons have two auto policies with Nationwide. Before Dixon obtained the policy on the involved motorcycle, he already had a separate insurance policy that covered the Dixons' two personal automobiles. That policy, also with Nationwide, had limits of \$50,000 per person and \$100,000 per accident for bodily injury liability coverage, UM and UIM coverage—limits that are higher than the minimum limits (Exhibit "1").

On February 11, 2013, Dixon applied for the Nationwide policy at issue covering his 2003 Suzuki motorcycle through the Bagwell Agency in Williamston, South Carolina. The agent presented Randall Dixon with a quote (Exhibit "2"). Dixon then signed an application and a form entitled "Offer of Optional Additional Uninsured and Underinsured Registered Motor Vehicle Insurance Coverage" (hereinafter "UIM Offer Form" Exhibit "6"). All three documents Dixon signed—the quote, the application, and the UIM Offer Form—reflected Dixon's desire to reject UIM coverage. The premium for UIM coverage for the motorcycle was significantly higher than the premium for UIM coverage for Dixon's automobiles. The motorcycle policy, unlike the other policy Nationwide issued to Dixon covering his automobiles, did not contain UIM coverage.

A few months later, the policy covering the 2003 Suzuki motorcycle lapsed because of an administrative error. After he received notice of the lapse, Randall Dixon called the Bagwell Agency and spoke with one of its agents, Amber Methany. The error was corrected and Nationwide reinstated the policy. However, due to the lapse, Dixon was requested to sign a new UIM Offer Form. Randall Dixon advised Methany that he was on the road as a truck driver, and asked if his wife could sign the form. Methany advised Randall Dixon that his wife could sign the form.

On June 10, 2013, Randall Dixon's wife, Jessica Dixon, came to the Bagwell agency and signed the UIM Offer Form indicating UIM coverage was being rejected. At trial, Randall Dixon admitted that Jessica Dixon signed his name on the second UIM Offer Form (Exhibit "7"). Dixon also admitted that he authorized Jessica to sign for him, and that all her actions for him were within the scope of her authority. Pursuant to this rejection, the policy as reinstated did not carry UIM coverage. The named insureds on the policy are Randall and Jessica Dixon.

Randall Dixon's motorcycle accident occurred on September 7, 2013. Nationwide denied Dixon's claim for UIM coverage. This declaratory judgment action followed.

CONCLUSIONS OF LAW

Plaintiff made two arguments at trial. First, Plaintiff argued that Nationwide failed to make a meaningful offer because it did not offer UIM coverage in amounts less than the mandatory minimum limits for liability and UM coverages. Second, Plaintiff argued Nationwide failed to make a meaningful offer to both named insureds on the policy.

Plaintiff's first argument that Nationwide failed to make a meaningful offer because it did not offer UIM coverage in limits less than the mandatory minimum fails as a matter of law. Under South Carolina law, auto insurers are not required to offer UIM coverage in amounts less

than the mandatory minimum. Moody v. Dairyland Ins. Co., 354 S.C. 28, 579 S.E.2d 527 (Ct. App. 2003); S.C. Code Ann. § 38-73-470 (2015).

Plaintiff's second argument that Nationwide's offer was inadequate because Randall and Jessica Dixon did not both sign the form also fails. Under the rules of agency, one spouse may act for another based on either express or implied authority. Nationwide Mut. Ins. Co. v. Prioleau, 359 S.C. 238, 597 S.E.2d 165 (Ct. App. 2004). Randall Dixon admitted at trial that Jessica had express authority to sign for him, and that she acted within the scope of her authority when she signed the UIM Offer Form. Therefore, Jessica Dixon had express agency authority to sign for Randall.

The fact that Jessica Dixon did not separately sign the form for both Randall and herself does not render Nationwide's offer defective. Under South Carolina law, one spouse may sign as agent for the other. McLeod v. Home Ins. Co., 672 F. Supp. 903, 906 (D.S.C. 1987). It would be inconsistent for one spouse to argue, on the one hand, that she is entitled to coverage under a policy procured by the other spouse, while at the same time argue, on the other hand, that the other spouse acted without authority as to one aspect of the policy, *i.e.*, the UIM Offer Form. Prioleau, 359 S.C. at 243, 597 S.E.2d at 168.

Jessica does not deny that Randall had authority to act for her in obtaining insurance for Randall's motorcycle—a vehicle Randall owned and Jessica was not licensed to operate. In fact, if she presented such an argument, she would be repudiating the entire insurance contract. Prioleau, 359 S.C. at 243, 597 S.E.2d at 168. If Randall had authority to act for Jessica in applying for the policy, then he also had authority to sign for her in rejecting UIM coverage under that policy.

Moreover, Jessica does not have a viable argument that she did not receive a meaningful offer of UIM coverage. It was Jessica herself, acting as agent for Randall, who signed the UIM Offer Form upon reinstatement of the policy. In so doing, she received a copy of the UIM Offer Form and had the opportunity to review it before she signed it. It would be illogical for Jessica to argue that Randall lacked authority to sign for her when she herself acted as his agent in signing the form.

Based on the foregoing, I find that the Plaintiff properly rejected UIM coverage on the policy covering the motorcycle. Furthermore, I find and Plaintiff concedes that the UIM coverage on the Nationwide policy covering the Dixons' two personal automobiles is unavailable to Randall Dixon under Burgess v. Nationwide Mut. Ins. Co., 373 S.C. 37, 644 S.E.2d 40 (2007). Therefore, I find for the Defendant in this matter. Plaintiff's request for a declaratory judgment reforming Nationwide's policy to include UIM coverage with limits equal to the liability and UM coverages is **DENIED**. It is hereby

ORDERED, ADJUGED and DECREED that judgment be entered for the Defendant.

IT IS SO ORDERED.



The Honorable J. Cordell Maddox, Jr.
Presiding Judge of the Tenth Circuit Court

Anderson, South Carolina

Date: April 18, 2016

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2016 APR 19 AM 10:14
COMMON PLEAS AND
GENERAL SESSIONS

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON) IN THE COURT OF COMMON PLEAS

Randall Dixon,

Plaintiff,

vs.

Nationwide Property & Casualty
Insurance Company,

Defendant.

COMPLAINT

C.A. No.: 2014-CP-04-0411

(NON-JURY TRIAL)

The Plaintiff, complaining of the Defendant herein, would respectfully show unto the Court as follows:

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

1. That the Plaintiff is a citizen and resident of the County of Anderson, State of South Carolina. That the Defendant is an insurance company licensed to do business in the State of South Carolina and was so licensed on and before all relevant dates hereinafter discussed.

2. That prior to September 7, 2013, the Plaintiff purchased liability insurance from the Defendant for a 2003 Suzuki motorcycle. That such insurance was purchased through an agent and/or representative of the Defendant, under Policy Number MSPC 0040979880. That the policy limits were as follows: \$25,000/\$50,000 (bodily injury) and \$25,000/\$50,000 (uninsured motorist coverage). That this policy was in effect from February 11, 2013 until February 11, 2014.

3. That at the time the Plaintiff purchased liability insurance coverage from the Defendant, the Defendant was required to offer, at the option of the Plaintiff, underinsured motorist coverage up to the limits of the Plaintiff's liability coverage. That such offer, pursuant to S.C. Code Ann. § 38-77-350 (Law. Co-op. Supp. 1996), must be on a written form and must, at a minimum, contain the following statutory requirements:

- (a) a brief and concise explanation of the coverage;
- (b) a list of available limits and the range of premiums for the limits;
- (c) 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;
- (d) a space for the insured to sign the form which acknowledges that he has been offered the optional coverage; and
- (e) 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.

4. That the Defendant's purported offer of underinsured motorist coverage either did not comply with the statutory requirements contained in Paragraph 3, or in the alternative, the Plaintiff did in fact accept the offer of underinsured benefits.

5. That on or about September 7, 2013 the Plaintiff was driving his 2003 Suzuki motorcycle, travelling on Civic Center Boulevard in the City of Anderson, South Carolina, when another vehicle attempted to make a left turn, failed to yield the right of way and turned in front of the Plaintiff's motorcycle causing this accident.

6. That the Plaintiff suffered extensive injuries and incurred numerous medical costs, totaling approximately \$70,000 Dollars.

7. That Allstate Insurance Company, as the liability carrier for the at-fault

driver, tendered its' coverage of One Hundred Thousand and no/100 (\$100,000.00) Dollars.

8. That the Plaintiff cannot be fully and fairly compensated for his injuries. That the Plaintiff should receive additional compensation for his injuries and that such compensation should be from the policy issued by the Defendant to the Plaintiff. That the Plaintiff's automobile insurance policy should, therefore, be reformed by operation of law to include underinsured motorist coverage at the limits of the Plaintiff's liability coverage.

FOR A SECOND CAUSE OF ACTION
(Bad Faith)

9. That the Plaintiff reaffirms and reiterates all the allegations in the First Cause of Action as if fully repeated and is incorporated herein verbatim.

10. That the Plaintiff is informed and believes that the Defendant owed the Plaintiff a duty of good faith and fair dealing and implicitly covenanted to refrain from doing anything to impair the Plaintiff's rights to receive benefits under the insurance contract.

11. That the Defendant, through their agent(s), servant(s) and/or employee(s), knowing that the Plaintiff's claim was wholly valid and should be paid, wrongfully and in breach of the implied covenant of good faith and fair dealing, withheld the benefits due the Plaintiff. In denying the claim for benefits, the Defendant acted wrongfully, unreasonably and in bad faith in the following particulars, to wit:

- (a) The Defendant failed and refused to make an adequate investigation and inquiry into the claim before withholding benefits under the insurance policies.
- (b) The Defendant refused and continues to refuse to give reasonable interpretations to the provisions in the policies of insurance, or any

reasonable application to such provisions to the Plaintiff's claim and has acted to protect its own financial interest therein at the expense of the Plaintiff's rights.

- (c) The Defendant failed to provide the Plaintiff with any reasonable or justifiable basis for denying the Plaintiff's claim in relation to the insurance policies, the facts or applicable law.
- (d) The Defendant took positions adverse to the Plaintiff that are in direct contravention of the Defendant's insurance contract with the Plaintiff.

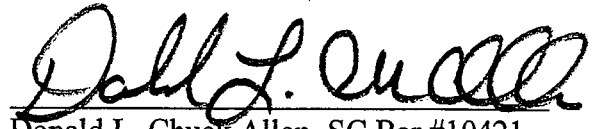
12. That as a proximate and direct result of the negligence, bad faith, recklessness and wantonness, the Plaintiff has been damaged, including, but not limited to, mental and emotional distress created by the delay and the bad faith refusal of the Defendant to pay, the costs of hiring legal counsel to pursue the claim, the costs and expenses associated with bringing this action, and the loss of interest on the money owed by the Defendant due to their refusal to timely honor the claims; that the Plaintiff is therefore informed and believes that he is entitled to judgment against the Defendant for loss and damage in a sum to be determined by this Court for both actual and punitive damages.

WHEREFORE, the Plaintiff prays that this Court grant him judgment as follows:

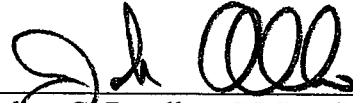
1. That the Plaintiff's automobile insurance policy be reformed by operation of law to include underinsured motorist coverage at the limits of the Plaintiff's liability coverage.
2. For judgment against the Defendant for its bad faith refusal to settle with the Plaintiff by awarding such actual and punitive damages as this Court deems just and proper.

3. For any such other and further relief as may be just and proper.

THE ALLEN & ALLEN LAW FIRM



Donald L. Chuck Allen, SC Bar #10421



Joshua C. B. Allen, SC Bar #80398

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March 6, 2014
Anderson, SC

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION
CASE NUMBER:**

Randall Dixon,	
	Plaintiff,
v.	
Nationwide Property & Casualty Insurance Company,	
	Defendant.

**ANSWER ON BEHALF OF
DEFENDANT
(Jury Trial Demanded as to the Bad
Faith Cause of Action)**

**TO: DONALD L. ALLEN, ESQUIRE, ATTORNEY FOR PLAINTIFF AND TO THE
PLAINTIFF ABOVE NAMED:**

The Defendant, Nationwide Property & Casualty Insurance Company (hereinafter
"Nationwide") answering the Plaintiff's Complaint herein, would respectfully show unto the
Court that:

1. The Defendant denies each and every allegation of the Plaintiff's Complaint not
hereinafter specifically admitted.

FOR A FIRST DEFENSE TO THE FIRST CAUSE OF ACTION

2. As to paragraph one (1), Nationwide admits that Plaintiff is a citizen and resident
of Anderson County, South Carolina; Nationwide would show that it is an insurance company
authorized to do transact business and write insurance policies in South Carolina but is not
incorporated nor is its principal place of business in South Carolina; otherwise, paragraph one (1)
is denied.

3. As to paragraph two (2), Nationwide admits that it issued policy MSPC
0040979880-1 to Randall Dixon and Jessica Dixon and would crave reference to the policy for
all of the terms, conditions and provisions therein; Nationwide further admits that the policy

provided coverage for a 2003Suzuki motorcycle and did not include underinsured motorist coverage, the same having been rejected by Plaintiff; otherwise, paragraph two (2) is denied.

4. As to paragraphs three (3) and four (4), Nationwide would show that its offer of underinsured motorist coverage was in full compliance with South Carolina Code § 37-77-350 and other statutory or common law requirements and therefore, its policy should not be reformed to include underinsured motorist coverage; otherwise, paragraphs three (3) and four (4) are denied.

5. As to paragraphs five (5), six (6) and seven (7), Nationwide is informed and believes that the Plaintiff was operating his 2003 Suzuki motorcycle in Anderson, South Carolina on or about September 7, 2013 when he was involved in an accident with the operator of another motor vehicle and that as a result, he suffered serious personal injuries; Nationwide further admits, upon information and belief, that Allstate Insurance Company, the liability carrier at fault motorist, has tendered its liability coverage limits of \$100,000.00 to Plaintiff; otherwise, paragraphs five (5), six (6) and seven (7) are denied.

6. As to paragraph eight (8), Nationwide denies that its policy should be reformed to provide underinsured motorist coverage to the Plaintiff on account of the injuries he sustained in the accident that occurred on September 7, 2013; otherwise, paragraph eight (8) is denied.

FOR A FIRST DEFENSE TO THE SECOND CAUSE OF ACTION

7. In response to paragraph nine (9), Nationwide reiterates its responses to paragraphs one (1) through eight (8) above as if fully set forth verbatim herein.

8. Nationwide would show that paragraph ten (10) requires no response in that it attempts to set forth a legal duty; furthermore, to the extent that it could be inferred that

Nationwide has breached any legal duty owed to Plaintiff in connection with this matter, paragraph ten (10) is denied.

9. Paragraphs eleven (11) and twelve (12) are denied.

FOR A SECOND DEFENSE

10. The Defendant would show, upon information and belief, that the Plaintiff's claim for punitive damages violates the Fifth, Sixth, Seventh, Eighth and Fourteenth Amendments to the Constitution of the United States of America in that it violates the double jeopardy clause in that the Defendant could be subjected to multiple awards of punitive damages for the same set of facts; the self-incrimination clause is being violated because the Defendant can be compelled to give testimony against itself in a penalty situation such as punitive damages; the assessment of punitive damages by a burden of proof less than beyond a reasonable doubt is violative of the Sixth and Fourteenth Amendments in that punitive damages are a fine or penalty and are, therefore, quasi-criminal in nature; Plaintiff's claim for punitive damages violates the Defendant's right to access the courts as guaranteed by the Seventh and Fourteenth Amendments because the threat of an award of punitive damages chills the Defendant's exercise of that right; the Plaintiff's claim for punitive damages violates the Eighth Amendment's guarantee that excessive fines shall not be imposed, the Plaintiff's claim for punitive damages violates both the due process and equal protection clauses of the Fourteenth Amendment in that the standard for awarding either punitive damages is unduly vague and, therefore, violates both procedural and substantive due process safeguards; therefore, the Plaintiff's claim for punitive damages should be dismissed.

WHEREFORE, having fully answered, Nationwide prays that the court inquire into these matters and issue a declaration that the policy of insurance issued by Nationwide to

Plaintiff does not provide underinsured motorist coverage, the same having been properly rejected after Plaintiff received a meaningful offer of coverage, together with the costs of this action and such other and further relief as the court may deem just and proper. To dismiss the Plaintiff's Second Cause of Action, together with costs of this action and such other and further relief as the court may deem just and proper.

The Defendant demands a jury trial as to the bad faith cause of action.

MURPHY & GRANTLAND, P.A.

s/J.R. Murphy

J.R. Murphy, Esquire

PO Box 6648

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(803) 782-4100

Attorneys for the Defendant

Columbia, South Carolina

April 1, 2014

1 A. To my right eye, (affirmative nod).
2 I lost a little bit of vision in it, but it's
3 coming back.

4 Q. And you'd had some pretty extensive
5 medical treatment for your facial injuries
6 and your eye?

7 A. Yes, sir.

8 Q. To your knowledge, did your medical
9 bills reach approximately seventy thousand
10 dollars?

11 A. Somewhere around in there.

12 Q. And at the time in question there,
13 this Suzuki motorcycle was insured by
14 Nationwide, is that right?

15 A. Yes, sir.

16 Q. And you had gone -- this was in
17 2013; correct?

18 A. Yes, sir.

19 Q. And, uh, just to move along, you
20 acquired an insurance policy on a motorcycle
21 through Nationwide Insurance in February of
22 2013; is that right?

23 A. Yes, sir.

24 Q. And you had a policy that covered
25 the motorcycle for twenty-five thousand with

1 A. Yes, sir.

2 Q. And that was the Lee Bagwell Agency?

3 A. Yes, sir.

4 Q. And that -- that policy had under-
5 insured coverage on it?

6 A. Yes, sir.

7 Q. What car -- what type car did that
8 prior policy insure?

9 A. 2007 Chevy and also had a Chevrolet
10 pickup truck, Suburban.

11 Q. Okay. So, again, in February of
12 2013 you purchased -- you purchased -- you
13 went up and you acquired a motorcycle policy
14 on the motorcycle that you were operating in
15 the September accident?

16 A. Yes, sir.

17 Q. Now, before the accident occurred in
18 September of 2013, there was some type of
19 issue with the policy that was originally
20 issued on the motorcycle?

21 A. Yes, sir.

22 Q. All right. Would you tell us about
23 that, please, sir.

24 A. I got a bill in the mail and it was
25 way on up there, past where it usually was --

1 a fifty-something dollar-a-month bill was
2 three hundred and twenty-some dollars.
3 Twenty-something, thirty-something a month.

4 I went to the Bagwell office. I either
5 went in there or called them, I'm not real
6 clear memory on that part. But they told me
7 that they would get it straightened out,
8 don't pay it until they got it straightened
9 out.

10 The next thing I got in the mail was a
11 lapse of insurance coverage. Well, if I
12 didn't have insurance on the motorcycle, I
13 wasn't going to be riding around.

14 I called -- on the weekend, I had to call
15 and get the insurance straightened out. They
16 got it straightened out.

17 And then they said that they -- said that
18 some papers were going to have to be signed
19 on some paperwork. So my wife did all that,
20 she went in there and took care of the
21 paperwork.

22 Q. Do you recall that being sometime in
23 the month of June?

24 A. Somewhere around there, yeah.

25 Q. So because of the issue with the

1 original policy on the motorcycle, the
2 procedure had to be restarted and your wife
3 went to the insurance agency in order to get
4 that done.

5 A. Yeah.

6 Q. Were you physically present when
7 your wife, in June, went to do that?

8 A. No, sir.

9 Q. What kind of work were you doing
10 then?

11 A. I was driving a tractor-trailer in
12 Anderson, over the road.

13 Q. Were you long-haul or local?

14 A. Long-haul.

15 Q. Okay. So you were gone for several
16 days during the week?

17 A. Yes, sir.

18 Q. And let me ask you, you authorized
19 and directed your wife to go to the agency
20 and sign ---

21 A. Yes, sir.

22 Q. --- whatever needed to be signed?

23 A. Yes, sir.

24 Q. In June?

25 A. Yes, sir.

1 Q. And then after you wrecked in
2 September, you believed that policy was in
3 full force and effect on the motorcycle?

4 A. Yes, sir.

5 Q. On the motorcycle?

6 A. To my knowledge, (affirmative nod).

7 Q. And I need to ask you, did you --
8 did you hire an attorney regarding your wreck
9 in September?

10 A. Yes, sir.

11 Q. Did you hire the Allen Law Firm?

12 A. Yes, sir.

13 Q. And did we represent you on the
14 claim against the liability insurance of the
15 at-fault driver in the wreck?

16 A. Yes, sir.

17 Q. Okay. Do you remember the amount
18 that was tendered by the at-fault driver's
19 insurance company?

20 A. A hundred thousand dollars.

21 Q. And then after the tender of the
22 hundred thousand dollars did you, through
23 your attorneys, submit a claim for under-
24 insured benefits on your policy covering the
25 motorcycle?

1 A. Yes, sir.

2 Q. And ultimately was that claim
3 denied?

4 A. Yes, sir.

5 Q. Okay. I am going to show you what
6 has been marked as Plaintiff's Exhibit 1.
7 Does Plaintiff's Exhibit 1 appear to be a
8 letter from Nationwide Insurance to your
9 wife, Jessica, denying your claim?

10 A. Yes, sir.

11 Q. To your knowledge regarding the
12 motorcycle policy, were both you and your
13 wife named insureds on that policy?

14 A. I thought it was in my name, it --
15 the policy should have been in my name.

16 Q. But the actual issuance of the
17 policy -- the policy was issued to you and
18 your wife, Jessica?

19 A. Yes, sir.

20 Q. And that letter that you have in
21 your hand, Plaintiff's Exhibit 1, is a letter
22 from Nationwide to your wife, Jessica,
23 denying your claim for underinsured benefits
24 for the wreck in the September 2013 wreck?

25 A. Yes, sir.

1 A. Yes.

2 Q. And Ms. Matheny provided that quote
3 to you?

4 MR. ALLEN: Excuse me, Your
5 Honor. Could I see that before you hand that
6 up?

7 MR. MURPHY: Sure, (tenders).
8 Exhibit 2, you should have a copy of it.

9 MR. ALLEN: (Upon review), thank
10 you.

11 CROSS EXAMINATION CONTINUED

12 BY MR. MURPHY:

13 Q. So when she provided you with the
14 quote, the quote next to underinsured
15 motorist shows Limit: No Coverage. Do you
16 see that on the quote?

17 A. Yeah.

18 Q. So the quote that you accepted did
19 not have underinsured motorist coverage in
20 it, did it?

21 A. No, it did not.

22 Q. Okay. And in fact you then went and
23 were presented with an application and a
24 rejection form, just like your automobile
25 policy, but this time for the motorcycle

1 policy. Correct?

2 A. Yes, sir.

3 Q. And again on the first page, where
4 it shows the underinsured motorist coverage,
5 it shows No Coverage. Correct?

6 A. Yeah.

7 Q. So this application is consistent
8 with the quote that we just went over with
9 regard to underinsured coverage. Correct?

10 A. Yes, sir.

11 Q. Then there was a form at the end
12 that's part of the application but it has the
13 same language about explanation of coverages
14 that the form did for your auto coverage.
15 Are you familiar with the form?

16 A. Yes, sir.

17 Q. And you signed the form, "No, I do
18 not want to purchase additional uninsured
19 motorist coverage" for your motorcycle;
20 correct?

21 A. Yes.

22 Q. You wrote the word "No" next to the
23 printed word "no" and you signed underneath
24 it?

25 A. Um-humm, (affirmative nod).

1 Q. So unlike your auto policy where you
2 checked "yes", on your motorcycle policy you
3 wrote in "no" and signed your name. Is that
4 correct?

5 A. (No verbal response).

6 Q. And, likewise, on page five of this
7 form where you were asked about the optional
8 underinsured coverage, you again wrote your
9 initials next to the word "no" -- that is
10 your RSD, right?

11 A. (No verbal response).

12 Q. Randall Scott Dixon.

13 A. Yes.

14 Q. And then you signed your name, that
15 your answer is "no."

16 A. Yes.

17 Q. And then you signed the applicant's
18 acknowledgement that says, "I hereby
19 acknowledge that I have read or I have had
20 read to me the above explanations and offers
21 of additional uninsured motorist coverage and
22 underinsured motorist coverage. I have
23 indicated whether or not I wish to purchase
24 each coverage in the spaces provided."

25 A. Yes, sir.

1 Q. And when you sign something like
2 that you're acknowledging that's what
3 happened. Right?

4 A. Yes, sir.

5 Q. So when you went in in February and
6 took out the policy, you signed this written
7 form similar to the one on your automobile,
8 with the main difference being that you
9 rejected the coverages or said -- that you
10 rejected the coverages or said that you did
11 not want them, unlike that you did want them
12 on your auto. That's what the document says,
13 correct?

14 A. Yes, sir.

15 COURT REPORTER: Your Honor, may I
16 ask what exhibit is being ---

17 MR. MURPHY: That was Exhibit 7.
18 Excuse me, Madam Court Reporter.

19 CROSS EXAMINATION CONTINUED

20 BY MR. MURPHY:

21 Q. The application and rejection form
22 on the motorcycle was Exhibit 7, that we just
23 looked at; right, Mr. Dixon?

24 A. Yes, sir.

25 Q. Okay. So then a Declarations page

1 was issued and it has both your name and your
2 wife's name on it. Correct?

3 A. Yes, sir.

4 Q. But that was really a mistake for
5 your wife's to be on the motorcycle policy;
6 correct?

7 A. Yes, sir.

8 Q. She didn't have a motorcycle
9 license?

10 A. No, sir.

11 Q. She didn't own the motorcycle?

12 A. No, sir.

13 Q. She never operated the motorcycle?

14 A. No, sir.

15 Q. That is just something that neither
16 you nor Nationwide caught when the policy was
17 issued; correct?

18 A. Correct.

19 Q. Really the policy should have just
20 been issued to you alone?

21 A. Yes, sir.

22 Q. In fact, the auto policies were just
23 issued in your name alone?

24 A. Yes, sir.

25 Q. So that was just a mistake that

1 neither one of you intended, neither you nor
2 Nationwide; but it ended up with both names
3 on it.

4 A. Yes, sir.

5 Q. Okay. So while you're driving your
6 truck, you carried your motorcycle with you
7 for local transportation or just for pleasure
8 to ride, whatever. Did you -- or no?

9 A. No.

10 Q. No?

11 A. I didn't.

12 Q. You kept it here?

13 A. Right.

14 Q. I was thinking that maybe you took
15 it with you when ---

16 A. Kept it at my house.

17 Q. You kept it here.

18 A. (Affirmative nod).

19 Q. But you got a notice that there was
20 a problem with the amount of premium on the
21 policy and that the policy, while you were
22 waiting around to see it get straightened
23 out, that somehow the right hand didn't talk
24 to the left hand and your policy -- you got a
25 notice of cancellation.

1 A. Yes, sir.

2 Q. So what you had to do -- you made a
3 payment over the phone with your debit card
4 to get the policy reinstated?

5 A. (Affirmative nod), I didn't want to
6 be riding with no insurance.

7 Q. And in fact they reinstated the
8 policy with the same policy number, and I
9 hand you exhibits three and four. Those are
10 Defense Exhibits 3 and 4.

11 A. (Reviewing).

12 Q. That shows the same base policy
13 number there, MSPC number, which is
14 0040979880. Then the one for February is
15 -0 and one from June is -1. Do you see that?

16 A. Yes, sir.

17 Q. So what happened was that when the
18 policy originally issued February 11th, it
19 lapsed; you were able to reinstate the policy
20 but with a lapse number. So there was a gap
21 in coverage for some period of time?

22 A. Yes, sir.

23 Q. But it was same policy?

24 A. Yes, sir.

25 Q. The same motorcycle?

1 A. Yes, sir.

2 Q. And the exact same coverages that
3 you applied for and signed the appropriate
4 forms for in February?

5 A. Yes, sir.

6 Q. Okay. But there was one thing left
7 to do, wasn't there?

8 A. Yes, sir.

9 Q. Somebody had to come in and sign the
10 selection/rejection form because of the
11 lapse. Is that how you understood it?

12 A. Yes, sir.

13 Q. And because of your job taking you
14 away, you authorized your wife to go do it
15 for you?

16 A. Yes, sir.

17 Q. You let the agency know that -- or
18 you asked 'could my wife come in and do this
19 for me, I can't get in and I want to be able
20 to make sure I'm good to go with insurance.'

21 A. Yes, sir.

22 Q. That's pretty much how it was.

23 A. Yes, sir.

24 Q. If you had been around, you would
25 have done it and not troubled your wife with

1 it.

2 A. Yes, sir.

3 Q. And if you had signed it, you would
4 have signed it with full authority for both
5 you and her to the extent that her name was
6 on the policy at that time?

7 A. I reckon so.

8 Q. I mean, you handled all the
9 insurance for the family.

10 A. Yeah.

11 Q. The only reason she went in to sign
12 was because you were unavailable.

13 A. Yes, sir.

14 Q. But she did so with your full
15 authority. In fact, you had advised the
16 Agency and asked their permission, letting
17 them know that she was going to be the one
18 to just sign the form at that time?

19 A. Yes, sir.

20 Q. Okay. So when she went and signed
21 the form, and I believe that is going to be
22 Defendant's Exhibit 6, this is another of the
23 offered optional underinsured and uninsured
24 coverages and there's a signature and
25 initials just like you'd done when you took

1 out the policy. Correct?

2 A. Yes.

3 Q. Do I need to go get Exhibit 7?

4 A. No.

5 Q. The additional uninsured coverage,
6 she'd -- she put the initials "RD" and she
7 signed your name that your answer was "No."
8 Just like you had done in February.

9 A. Okay.

10 Q. Is that correct?

11 A. (Affirmative nod).

12 Q. You have to answer out loud.

13 A. Yes.

14 Q. And under the offer of underinsured
15 motorist coverage, she put the initials RD
16 and then she signed your name just like you
17 had done in February.

18 A. Yes.

19 Q. And those were the same selections
20 that you had made, the same rejections that
21 you had signed off on in February?

22 A. Yes.

23 Q. And then she signed the form with
24 the same acknowledgement that was in the form
25 that you'd signed in February.

1 A. Okay.

2 Q. And she was fully authorized to do
3 that for you?

4 A. Yes, sir.

5 Q. You accept that she did that -- and
6 she actually simply reinstated that policy
7 that you had when there was a snafu over the
8 premium, didn't she?

9 A. Yes.

10 Q. Nothing was changed.

11 A. No, sir.

12 Q. You had the same coverages that you
13 had been given a quote for.

14 A. Yes, sir.

15 Q. You had the same coverages that were
16 listed in the application that you signed?

17 A. Yes, sir.

18 Q. You had the same coverages that were
19 asked for and acknowledged in the first
20 selection/rejection form, Exhibit 7 that we
21 looked at.

22 A. (No verbal response).

23 Q. Is that correct?

24 A. (Affirmative nod).

25 Q. And so when she signed Exhibit 6,

1 *policyholder's spouse."*

2 Q. Okay. So who would be the policy-
3 holder for this motorcycle policy issued?

4 A. Randall Dixon.

5 Q. So who would be the named insured
6 for this policy issued by ---

7 A. Randall Dixon.

8 Q. --- Nationwide? Randall Dixon,
9 okay. And is it Nationwide's procedure to
10 have the named insured sign the selection/
11 rejection form?

12 A. Yes.

13 Q. Had you been advised that Mrs. Dixon
14 was going to do that on behalf of her husband
15 since he was unavailable?

16 A. Yes.

17 Q. Were you agreeable to doing it that
18 way?

19 A. Yes.

20 Q. Mrs. Dixon was in physical
21 possession of the form?

22 A. Yes.

23 Q. You explained basically what it was
24 to her?

25 A. Yes.

1 Q. She did put a signature on that but
2 it was not of her own name. It was her
3 husband's name. Correct?

4 A. Yes.

5 Q. I think that's all the questions
6 that I have for you. Thank you.

7 MR. ALLEN: Your Honor, I have
8 just a question or two on follow up.

9 THE COURT: Okay.

10 MR. ALLEN: But I need to find an
11 exhibit, so if I could have a moment or two?

12 THE COURT: Sure. In fact, while
13 you look for that, I need to take a quick
14 break anyway. You (witness) may step down,
15 you're still under oath. Let's take about
16 ten minutes.

17 (BRIEF RECESS)

18 THE COURT: Thank you.

19 (WITNESS RESUMES STAND)

20 MR. ALLEN: Your Honor, if it
21 pleases the court, I will resume redirect or
22 begin redirect of Ms. Matheny.

23 REDIRECT EXAMINATION

24 BY MR. ALLEN:

25 Q. I want to show you again Plaintiff's

1 Q. To your knowledge that was done in
2 the office?

3 A. Yes.

4 Q. Now, if I could ask you to look at
5 Plaintiff's Exhibit 1 again. It captions a
6 few things at the top of the letter about
7 Claimant, Policyholder, and such; does it
8 not?

9 A. It does.

10 Q. Who does it caption -- and what's
11 the date on that exhibit, again?

12 A. December 30th, 2013.

13 Q. So that's after the wreck and the
14 two processes have gone through on the
15 motorcycle wreck; is that correct?

16 A. Correct.

17 Q. And who is captioned on that letter
18 of December 30th as the policyholder?

19 A. Jessica Dixon.

20 Q. Would you, please ma'am, read the
21 first paragraph of that document, Plaintiff's
22 Exhibit 1?

23 A. (Reading): "Dear Mrs. Dixon:
24 We've reviewed available information for this
25 underinsured motorist bodily injury claim and

1 *have determined there is no coverage for the*
2 *loss under your policy. As a result, we*
3 *respectfully deny this claim and will not be*
4 *making any payment under your underinsured*
5 *bodily injury coverage."*

6 Q. And who was captioned on that
7 letter/exhibit as the Claimant?

8 A. The claimant is Randall Dixon.

9 Q. So based on what you've reviewed in
10 Plaintiff's Exhibit 1, in December of 2013
11 Nationwide is corresponding and communicating
12 with Jessica Dixon as a policyholder
13 regarding the claim of her husband, Randall
14 Dixon?

15 A. Yes.

16 MR. ALLEN: Thank you, ma'am.
17 That's all the questions that I have.

18 MR. MURPHY: Recross briefly, Your
19 Honor.

20 THE COURT: Yes, sir.

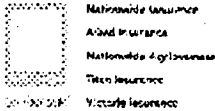
21 RECROSS EXAMINATION

22 BY MR. MURPHY:

23 Q. Is that letter part of the policy?

24 A. No.

25 Q. Is it issued in connection with the



JESSICA DIXON

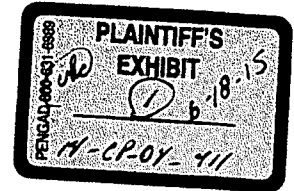
Page 1 of 2

Date prepared December 30, 2013

Claim number 238912-GA

Questions?

Contact Claims Associate
 Laurel Bergau
 bergall@nationwide.com
 Phone 352-384-4246



JESSICA DIXON
 105 G ST
 WILLIAMSTON, SC 29697-2150

**This Underinsured
 Motorist Bodily Injury
 claim has been denied**

Dear Ms. Dixon,

We've reviewed the available information for this Underinsured Motorist Bodily Injury claim and have determined there's no coverage for this loss under your policy. As a result, we respectfully deny this claim and will not be making any payment under your Underinsured Motorist Bodily Injury coverage.

Claim details

Insurer: NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY
 Policyholder: JESSICA DIXON
 Claimant: RANDALL DIXON
 Claim number: 238912-GA
 Loss date: September 7, 2013

Policy details

Your MSA policy states the following: Only the selected coverages apply to this policy.

Please find attached the signed rejection form for Underinsured Motorist Bodily Injury coverage.

About our decision

Our review showed that Underinsured Motorist Bodily Injury coverage is not on your policy. We expressly reserve all other rights, defenses, or content ons, which are available to us under the policy of insurance, by law or otherwise, and do not waive any such rights or defenses which we now have or which may become known to us in the future.

If you have information about your claim that may affect our current decision — please forward it to us as soon as possible.

COMMON PLEAS AND
 GENERAL SESSIONS

2015 JAN 19 PM 4:28

FILED-CLERK'S OFFICE
 ANDERSON SC

JESSICA DIXON

Page 2 of 2

For more information

If you have any questions or concerns about this claim, please contact me at 352-384-4246 or bergall@nationwide.com.

Sincerely,

Laurel Bergau
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY
3300 SW Williston Rd
Gainesville, FL 32608



Personal Lines Insurance Proposal

Furman L Bagwell
Po Box 39
Williamston, Sc 29697-0039
864-847-7188
mathena@nationwide.com

This proposal was created for Randall Dixon on February 11, 2013 by Amber D Matheny.

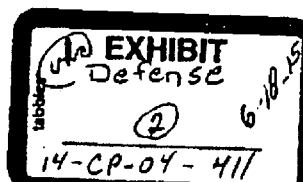
<u>Line</u>	<u>Effective Dates</u>	<u>Premium</u>	<u>Down Payment *</u>
Motorcycle/Snowmobile/ATV	02/11/2013 to 02/11/2014	\$377.06	\$62.84
		<u>\$377.06</u>	<u>\$62.84</u>

* You may have additional down payment options available. Please contact your agent for details.

* he will be in sometime this week to take policy
910-606-5646

account# 6199695097

FILED-CLERK'S OFFICE
ANDERSON SC
2015 JUN 19 PM 4:29
COMMON PLEAS AND
GENERAL SESSIONS



Motorcycle/Snowmobile/ATV



Nationwide
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AGENT INFORMATION:

Furman L Bagwell
Po Box 39
Williamston, SC 29697-0039
Phone: (864) 847-7188
Fax: (864) 847-1350

QUOTATION PREPARED FOR:

Randall Dixon
Jessica Dixon
105 G St
Williamston, SC 29697-2150
Home Phone:
Work Phone:

Quote Number: MSPC 0040979880
Quote Date: 02/11/2013
Policy Effective Date: 02/11/2013

Policy Premium: \$377.06
Policy Term: 12

DRIVER INFORMATION

Driv #	Name	Date of Birth	Gender	Marital Status
1	Randall Dixon	05/13/1985	Male	Married

VEHICLE INFORMATION

Veh #	Year/Make/Model	Description	CC	Territory
1	2003/Suzuki/VL800K3 Intruder Volusia	On-Road Motorcycle	805	007

COVERAGE INFORMATION - Vehicles 1-6

*Coverages shown in Thousands of dollars

Coverage	Limit	Premium Vehicle 1
Liability*	25/50/25	\$78.66
Medical Payments	Varies Per Vehicle	\$0.00 No Cov
Uninsured Motorist*	25/50	\$39.67
Underinsured Motorists*	No Cov	\$0.00
Uninsured Motorists PD	25	\$8.56
Underinsured Motorists PD	No Cov	\$0.00
Comprehensive	Varies Per Vehicle	\$112.15 250 Ded
Collision	Varies Per Vehicle	\$138.02 250 Ded
OEM Endorsement	Varies Per Vehicle	\$0.00 No
Agreed Value	Varies Per Vehicle	
Custom Equipment	Varies Per Vehicle	\$0.00 3000
Towing & Labor	Varies Per Vehicle	\$0.00 0
Roadside Assistance	Varies Per Vehicle	\$0.00 0
Your 12 month premium for each vehicle is:		\$377.06**

POLICY LEVEL COVERAGES

*Coverages shown in Thousands of dollars

Coverage	Limit	Premium
Vanishing Deductible		Included

****Note:** The premium quoted above may be subject to change based upon verification of driving information from your Motor Vehicle Report(s).

DISCOUNTS

Multi Policies	Full Payment
----------------	--------------

FEES/SURCHARGES

(NONE)

BILL PLAN

Quote with Paid in Full? Yes No

Plan	Term	Total	Est. Down Payment
Full Pay	12 Mo	\$377.06	\$377.06

Additional installment fees could apply.

Application will be updated to reflect the down payment amount

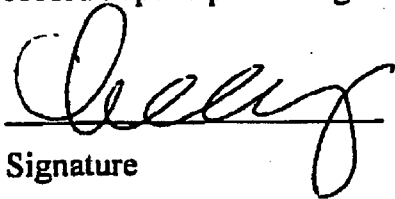
NOTES: This quote is not a binder of insurance and is subject to the terms and limitations of the issuing company. We also offer coverages for auto, homeowners, boatowners, personal liability and other lines. Please consult with us to discuss your coverage needs. We will be glad to help. Monthly payment subject to change based on payment options.



On Your Side™

Certification

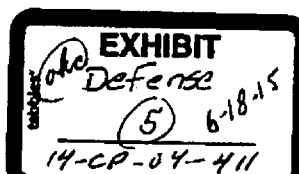
I, Chee Yang, as a duly authorized Nationwide associate entrusted with oversight of the system of record from which this copy was produced, based upon information and belief, certify under the penalty of perjury that this attached copy of Randall Dixon [MSPC 0040979880 1] was made at or near the time of certification, as part of regularly conducted business activities, and is a true and accurate copy of the official record kept as part of regular business activities.


Signature

Jan 03, 2014

Chee Yang
P/C Processor 2
Specialty Products Service Center
1200 Locust Dept 6115
Des Moines, Iowa 50391-6115
(515)-864-2875

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ANDERSON SC
2015 JUN 19 PM 4:29
COMMON PLEAS AND
GENERAL SESSIONS





Nationwide
On Your Side

²
DIXON, RANDALL
DIXON, JESSICA
105 G ST
WILLIAMSTON SC 29697-2150

Your Recreational Vehicle Insurance Policy

Courtesy of :

FURMAN L BAGWELL
WILLIAMSTON SC 29697
864-847-7188
AGENCY - 39 - 86582

Policy # MSPC0040979880-1

Please remove card(s) and keep in a convenient place. Use this toll-free number when you need to report a claim, or have billing or policy questions.



Nationwide
On Your Side

For Claims Call:

800-421-3535

DIXON, RANDALL
Account # 6190892483
Policy # MSPC0040979880-1



Nationwide
On Your Side

For Claims Call:

800-421-3535

DIXON, RANDALL
Account # 6190892483
Policy # MSPC0040979880-1



MSPC0040979880-1

01/01/14

DIRECT BILL



23 50

16092 (11-17) 300

16545 (09-13) 00

If you're in an accident:

1. Remain at the scene (do not discuss the accident or sign any written statements).
2. Contact police and, if necessary, medical services.
3. Exchange name, address, phone number, driver's license number, insurance company and policy number with the other driver(s).
4. Call the toll-free number on the reverse side of this card for claims assistance.

If you're in an accident:

1. Remain at the scene (do not discuss the accident or sign any written statements).
2. Contact police and, if necessary, medical services.
3. Exchange name, address, phone number, driver's license number, insurance company and policy number with the other driver(s).
4. Call the toll-free number on the reverse side of this card for claims assistance.



Nationwide
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AGENCY - 39 - 86582
FURMAN L BAGWELL
WILLIAMSTON SC 29697-0039
864-847-7188

NATIONWIDE P & C INS CO
1100 LOCUST ST DEPT 0210
DES MOINES IA 50391-0210

PAS
DIXON, RANDALL
DIXON, JESSICA
105 G ST
WILLIAMSTON, SC 29697-2150

RECREATIONAL VEHICLE POLICY NUMBER
MSPC0040979880

ACCOUNT NUMBER
6190892483

Thank you for selecting our agency and Nationwide for your insurance needs!

Our services include a full line of insurance policies and financial products to meet your needs in every phase of life-personal life, health, disability, home and auto insurance, savings and investment plans through mutual funds, and insurance for businesses. A full review of your insurance or financial program is available at anytime.

If you have any questions or changes regarding your policy or want to find out how we can further serve your personal insurance needs, please contact your Nationwide agent at 864-847-7188 .

FOR BILLING QUESTIONS Call 1-864-847-7188 from anywhere in the U.S.

TO REPORT A CLAIM . . . Simply call 1-800-421-3535 any day, 24 hours a day.

INFORMATION ABOUT YOUR POLICY

- **PRIVACY STATEMENT PROCEDURES.** We value you as a customer and respect your right to privacy. Please see the enclosed Privacy Statement and Procedures Notice directly following this page for additional information.
- **ID Cards.** Attached at the end of this packet. Separate at perforations and place in each vehicle.
- **Special Notices.** These notices, when included, point out specific items concerning your policy.
- **Coverage and Endorsement Forms.** Provides policy and coverage information.
- **Billing.** Any premiums that are unpaid will be billed separately. Pay from that bill rather than this policy.

JLM101N (11-08) 01

DIRECT BILL LQEN 20140

INSURED COPY

6190892483 89 00051

IMPORTANT INSURANCE INFORMATION

PRIVACY STATEMENT

We value you as a customer and respect your right to privacy. We know that you purchase our products and services because you trust that we stand behind our promises. We pledge our commitment to treat your information responsibly, and we created this privacy policy to show you that we are working hard to protect your privacy.

Confidentiality and security

We use physical and technical safeguards to protect your information. We restrict access to your information to those who need it to perform their jobs. Third-party business partners are bound by law to use the information only for our purposes. They may not disclose it or use it in any other way. We comply with all data security laws.

Collecting your personal information

We collect personal information about you from different sources. For example, we collect information you send us on applications and forms. We also collect information from your transactions with our sister companies, others, or us. We may collect information from a consumer-reporting agency, demographic firm, or medical provider. This collection depends on the product or service you request.

Sharing your personal information

We do not sell your information to anyone. We may share this information with a business that carries out services and marketing for us. We may share your information as required or permitted by law. We may share your information for a legal or regulatory purpose or to combat fraud. This sharing depends on the products you select. These include the following types of information.

- We may share information we receive from you on applications or other forms. This may include your name, address, beneficiaries, Social Security number and family member information. This may also include assets, income, and the property address and value.
- We may share information from your transactions with our sister companies, or us. This may include your account balance, policy coverage, and payment history. This may also include premium paid, preferences, claims, and purchase method.
- We may share information we receive from a consumer-reporting agency or other report. This may include, your credit report, motor vehicle and driver data. This may also include medical and employment data, loss history reports, and other driver data.
- We may share information with companies that perform marketing services on our behalf. As permitted by law, we may disclose some information to other financial institutions with which we have joint-marketing agreements, and we may disclose some information to sister companies to cross-market.

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We sent you this privacy statement because you purchased a financial or insurance product from an agent that allows us to share your information with other Nationwide Companies to cross-market our other products that might interest you. We may have joint-marketing agreements with other third-party business partners. We may share your information with these third parties. You can ask us not to share your information for marketing purposes with other Nationwide Companies, other third parties, or both. If you choose to do so, please call us toll free at 1-866-280-1809. If you have already opted out, you do not need to do so again.

We will not share the personal information of Vermont customers with any Nationwide affiliates or third-party companies for marketing purposes without your consent.

IN 0000N (01-05)

Page 1 of 2

MSPC0040978880-1

01/01/14

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89

52

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- Underwriting insurance
- Servicing your policy, account, or claim
- As required or permitted by law
- At your request and with your authorization

Questions

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy. We will provide you a copy of your personal information that we control and can reasonably retrieve. To access your information, you must provide the following:

1. All policy numbers you want to access.
2. Please sign your request and have your signature notarized. This helps us ensure the identity of the person requesting the information.

We do not currently charge a fee to cover the cost of providing you with a copy of this information. However, we reserve the right to charge a small fee in the future. You may request that we correct your personal information in our files. Please note that we do not control information provided by third parties. So, you will need to contact the third party to correct any information from them. Sometimes we obtain your consumer or credit report. If so, you may request the credit-reporting agency's name and address. You may ask the agency to give you a copy of your report.

Please send privacy inquiries to:

Nationwide Insurance
Attention Customer Relations - Privacy
One Nationwide Plaza, 1-5-28
Columbus, Ohio 43215

When you write to us, please include your name, address, and policy number, and your agent name and number, if you know it. You can contact your agent to change information that we control, such as your address. Or, you may contact your Nationwide Service Center. The phone number is in your policy packet. This privacy statement describes our privacy practices for both current and former customers. We will provide one copy of this notice to joint policy or contract holders. Please share this information with everyone covered by your policy or contract. If you request, we will send more copies of this statement.

Thank you for choosing us. *Nationwide Is On Your Side.*®

This privacy statement is made on behalf of Nationwide Insurance Company of America and its affiliates and subsidiaries, which includes the companies that offer auto, home, property, life insurance, banking services and investments. This includes the following companies:

Nationwide Insurance Company of America
Nationwide Agribusiness Insurance Company
Nationwide Assurance Company
Nationwide Property and Casualty Insurance Company
Nationwide Affinity Insurance Company of America

IMPORTANT INSURANCE INFORMATION

IN ADDITION TO THE INSURANCE COVERAGE REQUIRED BY LAW TO PROTECT YOU AGAINST A LOSS CAUSED BY AN UNINSURED MOTORIST, IF YOU HAVE PURCHASED LIABILITY INSURANCE COVERAGE THAT IS HIGHER THAN THAT REQUIRED BY LAW TO PROTECT YOU AGAINST LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF THE MOTOR VEHICLES COVERED BY THIS POLICY, AND YOU HAVE NOT ALREADY PURCHASED UNINSURED MOTORIST INSURANCE COVERAGE EQUAL TO YOUR LIABILITY INSURANCE COVERAGE:

1. YOUR UNINSURED AND UNDERINSURED MOTORIST INSURANCE COVERAGE HAS INCREASED TO THE LIMITS OF YOUR LIABILITY COVERAGE AND THIS INCREASE WILL COST YOU AN EXTRA PREMIUM CHARGE; AND
2. YOUR TOTAL PREMIUM CHARGE FOR YOUR MOTOR VEHICLE INSURANCE COVERAGE WILL INCREASE IF YOU DO NOT NOTIFY YOUR AGENT OR INSURER OR YOUR DESIRE TO REDUCE COVERAGE WITHIN TWENTY DAYS OF THE MAILING OF THE POLICY OR THE PREMIUM NOTICE, AS THE CASE MAY BE;
3. IF THIS IS A NEW POLICY AND YOU HAVE ALREADY SIGNED A WRITTEN REJECTION OF SUCH HIGHER LIMITS IN CONNECTION WITH IT, PARAGRAPHS (1) AND (2) OF THIS NOTICE DO NOT APPLY.



Nationwide
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NATIONWIDE P & C INS CO
1100 LOCUST ST DEPT 0210
DES MOINES IA 50391-0210
(877) 877-7907

RECREATIONAL VEHICLE POLICY

AGENCY FURMAN L BAGWELL
86582 WILLIAMSTON SC 29697-0039

POLICY NUMBER MSPC 0040979880-1
ACCOUNT NUMBER 6190892483

Policy Period
From: 06/10/13 To: 06/10/14
12:01 AM Standard Time

Effective Date of Change

DIXON, RANDALL
DIXON, JESSICA
105 G ST
WILLIAMSTON, SC 29697-2150

Veh. No.	Yr	Make	Model	Veh. Type	CC's	VIN or Serial Number	Agreed Value	Trailer Value
1	03	SUZUKI	VL800K3 INTRUDER VOL	M	805	JS1VS54A332100175		

COVERAGES AND LIMITS OF LIABILITY - COVERAGE IS PROVIDED ONLY WHERE A PREMIUM IS SHOWN.

	Each Person	Each Occurrence	PREMIUMS (In Dollars)
Liability			VEH 1
Bodily Injury	25,000	50,000	41.11
(Incl. Guest Passenger)			
Property Damage		25,000	16.35
Uninsured Motorists -			
BI	25,000	50,000	33.85
Uninsured Motorists -			
PD		25,000	9.64
UMPD Deductible	200		
Physical Damage	VEH 1		
Comprehensive Deductible	250		101.75
Collision Deductible	250		152.57
Custom Equipment	3,000		Included
Endorsement Coverage Limits			
Towing and Labor	N		
Roadside Assistance	N		
OEM Endorsement	N		
TOTAL PREMIUM EACH VEHICLE			\$355.27
POLICY SUBTOTAL			355.27
Vanishing Deductible	100	Credit	Included

Total Premium - 12 Months 355.27

THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT

15970 (01-11) 02
Page 1 of 2

Countersigned by:

DIRECT BILL 1 40016

INSURED COPY

6190892483 05 55

OPERATORS	DRIVER CLASS	VEHICLE	TERRITORY
DIXON, RANDALL	MM28	1	007

ALTERNATE GARAGING LOCATIONS

VEH	MAKE	MODEL	ADDRESS
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DISCOUNTS & SURCHARGES

The following discount(s) and/or surcharge(s) have been applied to the premium:

DISCOUNTS:	VEH 1
Multi-Policy	X
Paid in Full	X

Vanishing Deductible reduces your out of pocket expense at the time of the covered loss. Your policy has earned \$100 deductible credit to be applied towards your comprehensive or collision deductibles in the event of a covered loss. For each year that you qualify, you will receive an additional \$100 credit up to a maximum of \$500.

LOSS PAYEE/OTHER INTERESTED PARTIES INFORMATION

VEH	NAME	ADDRESS	TYPE OF INTEREST
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POLICY FORMS AND ENDORSEMENTS

This section lists all the forms and endorsements that make up your policy. Refer to these documents as needed for detailed information concerning your coverage.

Privacy Statement, IN0000N 01/05
 General Conditions, MSA0001 10/12
 Liability Coverage, MSA0003 10/12
 Signature Page, MSA0014NPC 06/05
 Vanishing Deductible, MSA0026 11/11

Important Notice, INM332 11/07
 Physical Damage Coverage, MSA0002 05/12
 Uninsured Motorists Coverage, MSA0006SC 06/11
 South Car Amendatory Endorsement, MSA0022SC 07/12

Recreational Vehicle Policy

Insuring Agreement

For the policyholder's payment of premiums and fees in amounts we require, and subject to all of the terms and conditions of this policy and insurance application (which is made part of this policy contract as if attached hereto), we agree to provide the coverages the policyholder has selected. These selections are shown in the enclosed Declarations, which are also a part of this policy contract. The selected coverages in this policy apply only to occurrences while this policy is in force.

Definitions

All through the policy, the following words are used frequently and are not bolded:

1. "YOU" and "YOUR" mean the policyholder and spouse if living in the same household.
2. "WE", "US", "OUR", and "THE COMPANY" mean or refer to the company issuing the policy.

This policy uses certain common words for easy reading. They are shown in bold print throughout the policy and are defined as follows:

3. "ACTUAL CASH VALUE" means the amount it would cost to replace the damaged or stolen property with property of similar make, model and comparable equipment. To determine the actual cash value, we consider the fair market value, the age and condition of the property at the time of the loss and the applicable state regulations and statutes.
4. "BIOLOGICAL DETERIORATION OR DAMAGE" means damage or decomposition, breakdown, and/or decay of man-made or natural material due to the presence of fungi, algae, lichens, slime, mold, bacteria, wet or dry rot, as well as any other living organisms and the by-products of any of these, however produced. Fungi as used above include, but are not limited to: yeasts, mold, mildew, rust, smuts, or fleshy fungi such as mushrooms, and puffballs.
5. "BODILY INJURY" means bodily harm, sickness or disease, including resulting care, loss of services and death which results directly from a recreational vehicle accident.
6. "BUSINESS" means trade, profession, occupation, or employment including self-employment, performed on a full-time, part-time, or temporary basis.
7. "CUSTOM EQUIPMENT" means aftermarket parts and equipment, owned by you, not originally factory installed on your recreational vehicle by the manufacturer. Custom equipment includes, but is not limited to:
 - a) any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals or play back recorded media, other than those which are original manufacturer installed, that are permanently installed on your recreational vehicle using bolts or brackets, including slide-out brackets;
 - b) helmet to helmet voice communication gear;
 - c) fairings, handlebars, seats, windshields, etc.;
 - d) sidecars and trike conversion kits;
 - e) custom paint and custom chrome plating;
 - f) custom exhaust;
 - g) storage compartments/racks;
 - h) any other addition or decoration added to your recreational vehicle that was not originally installed by the manufacturer, including equipment from the original manufacturer that was not installed at the factory;
 - i) recreational vehicle covers;
 - j) pull-behind trailers.
8. "DEDUCTIBLE" means the amount of loss to be paid by the insured. We will pay for covered loss above the deductible amount shown in the Declarations.
9. "DECLARATIONS" means the portion of the insurance contract that includes, but is not limited to:
 - a) the name and address of the named insured;
 - b) coverages and limits of liability selected;
 - c) premiums;
 - d) the description of the property insured;
 - e) the policy period;
 - f) the name of the insurance company; and

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- g) the policy number.
10. "DEPRECIATION" means the decline in value due to wear and tear, weathering, obsolescence, condition or age.
11. "INSURED" means one who is described as entitled to protection under each coverage of the policy.
12. "LOW-SPEED ELECTRIC VEHICLE" means a vehicle that:
- a) is powered by an electric motor;
 - b) has 4 wheels;
 - c) has a maximum speed of 20 to 25 mph;
 - d) can only be used on streets with a posted speed limit of 35 mph or less; and
 - e) complies with Federal Motor Vehicle Safety Standards. Examples include: automotive grade headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rear view mirrors, windshields, seat belts and vehicle identification numbers.
13. "MOTORCYCLE" means:
- a) a motorcycle;
 - b) a motor scooter;
 - c) a motorized bike;
 - d) a moped;
 - e) a trike that has been transformed from its original 2-wheeled version; and
 - f) other similar motorized vehicles;
- as long as these vehicles are designed for use primarily upon public roads.
14. "MOTOR VEHICLE" means a land motor vehicle designed primarily to be driven on public roads. This does not include vehicles operated on rails or crawler treads.
15. "NEWLY ACQUIRED RECREATIONAL VEHICLE" means a recreational vehicle you become the owner of during the policy period.
16. "NUCLEAR HAZARD" means any nuclear reaction, discharge, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard is not considered loss caused by fire, explosion, or smoke.
17. "OCCUPYING" means in, upon, entering, or alighting from a recreational vehicle.
18. "OFF-ROAD VEHICLE" means:
- a) four to six wheeled ATV's or Utility vehicles;
 - b) two wheeled motorized vehicles that are designed for off-road use;
 - c) golf carts;
 - d) dune buggies;
 - e) Segways®; and
 - f) go carts;
- as long as these vehicles are designed primarily for off-road or non-public road use.
19. "POLICYHOLDER" means the first person named in the Declarations. The policyholder is the named insured under this policy but does not include the policyholder's spouse.
20. "POLLUTANTS" means any solid, liquid, gaseous, or thermal irritants or contaminants, including but not limited to: acids, alkalis, fumes, soot, vapors, waste and toxic chemicals, liquids or gases.
21. "PROPERTY DAMAGE" means physical injury to or destruction of tangible property. This includes its resulting loss of use.
22. "PULL-BEHIND TRAILER" means a trailer specifically designed to be pulled behind a recreational vehicle.
23. "RECREATIONAL VEHICLE" means:
- a) motorcycles;
 - b) off-road vehicles;
 - c) snowmobiles; and
 - d) low-speed electric vehicles.
24. "RELATIVE" means one who regularly resides in your household and who is related to you by blood, marriage or adoption (including a ward or foster child). Relative includes unmarried dependant children, if under the age of 25, and living temporarily outside your household.
25. "RESIDENT" means a person, other than a relative, living in your household.
26. "SAFETY APPAREL" means helmets or clothing specifically designed to reduce injury from an accident.
27. "SNOWMOBILE" means a land motorized vehicle propelled by a revolving track and having ski-like runners in the front, which is designed primarily to be driven off public roads on snow and ice. However, this does not include any vehicle which is propelled by airplane type propellers or fans.
28. "TRANSPORT TRAILER" means a trailer designed to transport a recreational vehicle.
29. "YOUR RECREATIONAL VEHICLE" means the recreational vehicle(s) described in the Declarations.

30. "WAR" means declared, undeclared and civil war, insurrection, rebellion, revolution, and warlike acts by a military force or military personnel. It includes destruction or seizure or use for a military purpose, including any result from any of these. Discharge of a nuclear weapon is a warlike act even if by accident.

Insured Persons' Duties After an Accident or Loss

The Insured will:

1. give us or our agent prompt notice of all losses and provide written proof of claim if required.
2. notify the civil authorities within 24 hours or as soon as practicable:
 - a) of all theft and vandalism losses;
 - b) of all losses involving pollutants; or
 - c) of all accidents where the owner or operator of a vehicle involved is unidentifiable.
3. promptly deliver to us all papers dealing with any claims or suits.
4. submit to examinations under oath as often as reasonably requested by us.
5. assist us and, if applicable, the defense counsel chosen for you by us, with any claim or suit.
6. if injured, submit to examinations by company-selected physicians as often as the company reasonably requires. The injured person must grant us authority, at our request, to obtain copies of all wage and medical, dental or other health care provider records.
7. take reasonable steps to protect damaged property insured under this policy from further loss. If you fail to do so, any further damages will not be covered under this policy. We will pay for any reasonable expenses in providing that protection.
8. make the damaged property available to us for inspection before its repair or disposal.
9. provide access to any data and/or records, from any source and/or recorded by any method or means, that we reasonably request for use in the evaluation or defense of any claim or suit and permit us to make copies of such data or records.
10. provide their cooperation to us during any claim or suit for the investigation, settlement or defense of that claim or suit.

Policy Period and Territory

This policy applies only to a loss which occurs while this policy is in force. It applies only while the insured property is within Canada, the United States of America and its territories or possessions, or while being transported between their ports.

This policy does not apply in any territory except as stated in this provision.

NOTE: You will need to buy recreational vehicle insurance from a Mexican insurance company before driving in Mexico. Otherwise, you may be subject to jail detention, recreational vehicle impoundment, and other legal complications in case of an accident.

General Provisions

We, you, and anyone insured by this policy must do certain things in order for the provisions of the policy to apply. The following are policy conditions:

1. HOW YOUR POLICY MAY BE CHANGED

- a) Any terms of this policy which may be in conflict with statutes of the state in which the policy is issued are hereby amended to conform.
- b) Any insured will automatically have the benefit of any extension or broadening of coverage in this policy, as of the effective date of the change, provided it does not require more premium.
- c) No other changes may be made in the terms of this policy except by endorsement or policy revision.
- d) The premium for each coverage is based on information in our possession. Any change or correction in this information will allow us to make an adjustment of the premium as of the date the change is effective.
- e) The policyholder has a duty to notify us as soon as possible of any change which may affect the premium or the risk under this policy. This includes, but is not limited to, changes in:
 - (1) the principal garaging address of the insured recreational vehicle, which must be reported to us within 30 days of the date the address change becomes effective;
 - (2) operators;
 - (3) use of the insured recreational vehicle; or
 - (4) desired coverages, deductibles, or limits.

2. CANCELLATION

- a) The policyholder may cancel this policy or any of its coverages by mailing notice to us of the future date of cancellation desired. We will calculate any return premium according to the rules, rates, fees, and forms in effect and on file if required, for our use in your state.
- b) Up to the time this policy or any coverage has been in effect 60 days, we have unlimited right of cancellation. We may cancel by mailing notice to the policyholder 30 days in advance of termination of coverage, unless we are canceling for nonpayment of premium. To cancel for nonpayment we will mail notice to the policyholder 10 days in advance of termination of coverage. While the date we mail this notice must be within the 60 days, the date of termination need not be.
- c) After any coverage of this policy has been in effect 60 days, our right to cancel such coverage during the policy period is limited.
 - (1) We may cancel:
 - (a) if premiums, premium installment payments, and fees are not paid when due whether payable directly to us or through any premium finance plan;
 - (b) if the policy was obtained through a material misrepresentation;
 - (c) if any insured violated any of the terms and conditions of the policy;
 - (d) if the named insured failed to disclose fully his or her motor vehicle accidents and moving traffic violations for the preceding 36 months if called for in the application;
 - (e) if any insured made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;
 - (f) if any named insured or any other operator who either lives in your household or customarily operates a recreational vehicle insured under this policy has, within the 12 months prior to the notice of cancellation, had his or her driver's license under suspension or revocation; or
 - (g) for any other reason permissible by law in your state.
 - (2) We must mail notice to the policyholder 30 days prior to the effective date of cancellation, unless we are canceling for nonpayment of premium. To cancel for nonpayment, we will mail notice to the policyholder 10 days prior to the termination of coverage.
- d) In any case of cancellation by us under items b) or c) above, our mailing of notice to the policyholder's last known address will constitute proof of notice as of the date we mail it. We will retain premium for the days covered during the policy period.
- e) The premium refund, if any due, will be made (as soon as practicable) after the date of cancellation. Mailing or delivery of our check will constitute tender of refund. However, the mailing of the refund is not a condition of cancellation.

3. NONRENEWAL

If we elect not to renew, we will mail or deliver written notice to the policyholder 30 days in advance of the date our action will take effect. Mailing of this notice to the last known address or delivering the notice to the policyholder will be considered proof of notice. If the policy period is:

- a) 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- b) 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

4. AUTOMATIC TERMINATION

- a) If the renewal premium is not paid, coverage will terminate at the end of the last policy period for which premium was paid.
- b) Coverage will automatically terminate on the effective date of the transfer of ownership of your recreational vehicle.
- c) Coverage will automatically terminate on the effective date that other insurance is obtained on your recreational vehicle.

5. IF YOU BECOME BANKRUPT

Bankruptcy or insolvency of any insured will not relieve us of any obligation under the terms of this policy.

6. UNAUTHORIZED USE OF OTHER RECREATIONAL VEHICLES

Protection in this policy does not apply to other recreational vehicles which any insured:

- a) uses without a reasonable belief that the insured is entitled to do so;
- b) has stolen; or
- c) knows to have been stolen.

An insured whose license has been suspended, revoked, or never issued, shall not be held to have a reasonable belief that the insured is entitled to operate a motor vehicle or recreational vehicle if an operator's license is required.

7. FRAUD AND MISREPRESENTATION

- a) THIS POLICY WAS ISSUED IN RELIANCE ON THE INFORMATION YOU PROVIDED AT THE TIME OF YOUR APPLICATION FOR INSURANCE COVERAGE. WE MAY VOID THIS POLICY, DENY COVERAGE UNDER THIS POLICY, OR AT OUR ELECTION ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW, IF YOU, OR ANY INSURED SEEKING COVERAGE UNDER THIS POLICY, KNOWINGLY CONCEALED, MISREPRESENTED OR OMITTED ANY MATERIAL FACT OR ENGAGED IN FRAUDULENT CONDUCT AT THE TIME THE APPLICATION WAS MADE OR AT ANY TIME DURING THE POLICY PERIOD.
- b) WE MAY VOID THIS POLICY, DENY COVERAGE FOR AN ACCIDENT OR LOSS, OR AT OUR ELECTION, ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW, IF ANY INSURED OR ANY OTHER PERSON SEEKING COVERAGE UNDER THIS POLICY HAS KNOWINGLY CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR ENGAGED IN FRAUDULENT CONDUCT IN CONNECTION WITH THE FILING OR SETTLEMENT OF ANY CLAIM.
- c) IF WE VOID THIS POLICY, THIS SHALL NOT AFFECT THE LIABILITY COVERAGE OF THIS POLICY UP TO THE MINIMUM LIMITS REQUIRED BY THE FINANCIAL RESPONSIBILITY LAW OF THE STATE, IF WE HAVE CERTIFIED YOUR POLICY AS PROOF OF FINANCIAL RESPONSIBILITY WITH THE STATE, AND IF THE ACCIDENT OCCURS BEFORE WE NOTIFY THE NAMED INSURED THAT THE POLICY IS VOID. IF WE VOID THIS POLICY, YOU MUST REIMBURSE US IF WE MAKE A PAYMENT.
- d) NO PERSON OR ORGANIZATION WHO ENGAGES IN FRAUDULENT CONDUCT IN CONNECTION WITH THE APPLICATION PROCESS, AN ACCIDENT, OR FILING A CLAIM, OR ENGAGES IN ANY MATERIAL MISREPRESENTATION REGARDING THE ISSUANCE OF THIS POLICY SHALL BE ENTITLED TO RECEIVE ANY PAYMENT UNDER THIS POLICY AT ANY TIME.

8. LEGAL ACTION LIMITATIONS

No legal action may be brought against the company concerning any of the coverages provided in this policy until the insured has fully complied with all the terms of the policy.

Under the Recreational Vehicle Liability Coverages of this policy, no legal action may be brought against the company until judgment against the insured has been finally determined after trial. This policy does not give anyone the right to make us a party to any action to determine the liability of an insured.

If we take possession of salvage, we have no obligation under any circumstance to maintain possession of said salvage, including possible evidence in a legal proceeding.

9. SUBROGATION

We have the right of subrogation under any coverages in this policy and its endorsements. This means that after paying a loss to you or others under this policy, we will have the insured's right to sue for or otherwise recover such loss from anyone else who may be liable. Also, we may require reimbursement from the insured out of any settlement or judgment that duplicates our payments. These provisions will be applied in accordance with state law. Any insured will sign such papers, and do whatever else is necessary to transfer these rights to us, and will do nothing to prejudice them.

We may not assert rights of subrogation for any payment made under Section I-Physical Damage Coverage against a person who was using your recreational vehicle with your express or implied permission, unless that person was employed or engaged in business at the time of the loss or unless coverage is otherwise excluded.

10. ABANDONMENT OR THEFT OF PROPERTY

When an insured recreational vehicle which has been stolen or abandoned is located, we have the right to take it into our care and custody. We need not accept any property abandoned by you.

11. NO BENEFIT TO BAILEE

This insurance does not benefit a person or organization that is caring for or handling your property for a fee.

12. INITIAL PREMIUM PAYMENT

If the initial premium payment for this policy is unable to be processed due to non-sufficient funds, we reserve the right to void the policy back to the date of inception. When we void the policy, we will not be liable for any claims which occurred during the policy period. This includes any claims reported to us prior to receiving notice of the non-sufficient funds payment.

13. ASSIGNABILITY

No interest in these coverages can be transferred without our written consent. However, if the policyholder dies, coverage will stay in force for the rest of the policy period or cancellation, whichever is sooner. It will apply for the deceased's legal representative and those persons protected on the date of death.

14. JOINT AND INDIVIDUAL INTERESTS

If there is more than one person who is a named insured as shown on the Declarations for the policy, any such person may cancel or change this policy. Such action will be binding on any insured. If the named insured is an organization as shown on the Declarations for this policy, the sole proprietor or majority shareholder of an organization, or general partner of a family limited partnership, and spouse, if resident of the same household, are deemed to be a named insured.

Physical Damage Coverage

ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

For purposes of these coverages only:

1. "YOUR RECREATIONAL VEHICLE" means any recreational vehicle(s) and custom equipment or transport trailer(s) described in the Declarations.
2. "LOSS" means sudden, direct, and accidental loss or damage.
3. "RECOVERY" means the removal of your recreational vehicle from water.
4. "TOTAL LOSS" means:
 - a) the theft of your recreational vehicle if it is not recovered within (30) days; or
 - b) any other covered loss to your recreational vehicle where the cost to repair the damage is greater than what the actual cash value of your recreational vehicle was at the time of the loss.
5. "RENTAL MOTORCYCLE" means a motorcycle that is not owned by or furnished or available for the regular use of you or a relative while in the custody of or being operated by you or a relative under a rental agreement with the facility or dealer that owns the motorcycle. A motorcycle rented for more than 30 days will be considered as furnished for your regular use.

Coverage Agreements

COMPREHENSIVE COVERAGE

If you pay a premium for Comprehensive coverage as shown on the Declarations, we will pay for a covered loss to your recreational vehicle not caused by collision or upset. We will pay for the loss less your deductible. If salvage is retained by you, the fair market value of the salvage will also be deducted from our payment of the loss. Coverage is included for, but not limited to:

1. damage from contact with:
 - a) animals; or
 - b) falling or flying objects.
2. broken glass:
 - a) even if caused by collision or upset; and
 - b) if you do not have Collision Coverage.

COLLISION COVERAGE

If you pay a premium for Collision coverage as shown on the Declarations, we will pay for a covered loss to your recreational vehicle and safety apparel, caused by collision or upset. We will pay for the loss less your deductible. If salvage is retained by you, the fair market value of the salvage will also be deducted from our payment of the loss.

Coverage Extensions

USE OF OTHER RECREATIONAL VEHICLES

The Physical Damage Coverage on your recreational vehicle also covers:

1. a newly acquired recreational vehicle. You must ask us to insure the recreational vehicle within 30 days of acquiring it or coverage expires. If the recreational vehicle replaces one shown in the Declarations, it will have the same coverage as the recreational vehicle it replaced. If not a replacement, the recreational vehicle will have the broadest coverage provided for any recreational vehicle listed in the Declarations. If the newly acquired recreational vehicle does not replace your recreational vehicle, all eligible household recreational vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply. We provide this coverage only if you do not have other collectible insurance or self insurance. You must pay any added premium resulting from this coverage extension. Any changes to these coverages will not become effective until after you ask us to change the coverage.
2. a motorcycle you do not own, while it is used as a temporary substitute for your motorcycle that is out of use because of breakdown, repair, servicing, loss, or destruction. The substitute motorcycle will have the same coverage as the motorcycle it replaced.
3. a rental motorcycle if the Declarations indicate that both Comprehensive and Collision coverage is provided for a motorcycle listed on the policy. The rental motorcycle will have the broadest coverage applicable to any motorcycle shown on the Declarations. The deductible for a rental

motorcycle will be the lowest deductible applicable to a motorcycle as shown on the Declarations.

RECOVERY

If your recreational vehicle becomes submerged in water, we will pay up to \$250 for its removal from the water.

Coverage Exclusions

We will not pay for loss:

1. for recovery in excess of \$250.
2. to any equipment described under a) of the definition for custom equipment unless such equipment is permanently installed using bolts or brackets, including slide-out brackets.
3. to custom equipment in excess of the amount stated in the Declarations per vehicle.
4. to safety apparel, owned by you, a relative or a passenger, in excess of \$2000.
5. to scanning monitor receivers used for radar detection, or any other device designed to detect or deter the monitoring of speed.
6. to tapes, compact discs, cassettes, and other recording or recorded media.
7. to personal effects. However, personal effects does not include safety apparel, custom equipment, or tools used with and stored upon your recreational vehicle.
8. caused by and limited to:
 - a) wear and tear;
 - b) freezing;
 - c) mechanical or electrical breakdown or failure;
 - d) latent defect; or
 - e) negligent repair or service;

This exclusion does not apply if the damage is a result of theft.
9. to your recreational vehicle or transport trailer if a collision occurs and the only damage is to:
 - a) tire(s); and/or
 - b) tire inner tube(s).
10. for the use of your recreational vehicle by an insured:
 - a) to carry or escort persons or property for compensation; or
 - b) for retail or wholesale delivery, including but not limited to messenger service, pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to the use of your recreational vehicle for charitable events.
11. due to an act of war.
12. which occurs:
 - a) while your recreational vehicle is being used by you, a relative or anyone else with your knowledge or permission if such vehicle is being used:
 - (1) in any illegal activities (other than a traffic violation); or
 - (2) to flee any law enforcement agent.
 - b) due to confiscation or destruction of your recreational vehicle, or safety apparel by any law enforcement agency because the use of your recreational vehicle in illegal activities.
13. caused intentionally by or at the direction of you or a relative, including willful acts the result of which that person knows or ought to know will follow from their conduct.
14. to your recreational vehicle while rented or leased to others.
15. to your recreational vehicle or safety apparel while used in any competitive event, including but not limited to drag or speed racing, hill climbing, stunting activities, or in practice or preparation for such an event. This exclusion does not apply to parades or escorting participants in charitable racing events.
16. to your recreational vehicle, if designed for operation primarily off public roads, for damage that does not affect the structural integrity or operation of the recreational vehicle. Said damage includes but is not limited to, dents, marring, scratches, scrapes, and chips.
17. due to theft, conversion, embezzlement, or secretion of your recreational vehicle:
 - a) by you, a relative or any resident of your household;
 - b) prior to its delivery to you or a relative; or
 - c) while in the care, custody, or control of anyone engaged in the business of selling your recreational vehicle.
18. to a transport trailer unless the transport trailer is listed in the Declarations with a premium charged for coverage.
19. caused directly or indirectly by biological deterioration or damage. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
20. occurring while your recreational vehicle has been abandoned, unless necessary because of a medical emergency.

21. caused by or resulting from nuclear hazard.
22. due to previously unrepaired damage to your recreational vehicle.
23. due to diminution in value.
24. to a snowmobile when intentionally used to cross or operate on any open water.
25. to your recreational vehicle when used for any purpose not intended by the manufacturer.
26. to your recreational vehicle if sold to others. Sold means any type of legal conveyance, including, but not limited to, any type of conditional sale, contract for sale, or lease to own sale, regardless of whether title has been transferred and regardless of whether your recreational vehicle is or has been removed from the Declarations at the time of sale.

Limits and Conditions of Payment

LIMIT OF LIABILITY

1. Subject to any appropriate adjustments for deductibles and salvage retained by you, we will pay the lesser of:
 - a) the actual cash value of your property at the time of loss; or
 - b) the cost to repair or replace your recreational vehicle or its damaged parts.
2. Loss payments made under this section are subject to the following provisions:
 - a) Deductibles will apply as displayed on the Declarations. Separate deductibles apply to each recreational vehicle as shown on the Declarations. However, if more than one deductible pertains to any one occurrence, only the highest applicable deductible will apply.
 - b) Depreciation and physical condition will be taken into consideration when determining the Limit of Liability.
 - c) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
 - (1) Deductions for betterment apply only to parts normally subject to repair or replacement during the useful life of your recreational vehicle.
 - (2) Such deductions shall be limited to the lesser of an amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part, or the amount which the resale value of the vehicle is increased by the repair or replacement.

LOSS SETTLEMENT

We may:

1. pay you directly for a loss;
2. pay to repair or replace your recreational vehicle or its damaged parts with the parts furnished by the original manufacturer, new aftermarket parts, or used or refurbished parts. To the extent possible, prevailing local labor and materials costs will be used in calculating the costs of replacement.
3. return stolen property at our expense and pay for any damage; or
4. retain any stolen, abandoned or salvaged property.

CUSTOM EQUIPMENT

The maximum limit of our coverage for custom equipment per vehicle is the amount stated in the Declarations for that vehicle, subject to any appropriate adjustments for deductibles and salvage retained by you. The following conditions apply to this limit:

1. In the event of a total loss:
 - a) we will pay for the first \$3,000 of custom equipment:
 - (1) one hundred percent of the replacement cost of any custom equipment purchased within twelve months of the loss, if documentation to verify date of purchase is provided; or
 - (2) eighty percent of the replacement cost of any custom equipment purchased more than twelve months prior to the loss.
 - b) for additional custom equipment that has been purchased above \$3,000, we will pay the lesser of:
 - (1) the actual cash value of the custom equipment at the time of loss; or
 - (2) the cost to repair or replace the custom equipment.
2. In the event of a partial loss, we will pay the lesser of:
 - a) the actual cash value of the custom equipment at the time of loss; or
 - b) the cost to repair or replace the custom equipment.

SAFETY APPAREL

Coverage for safety apparel is subject to the following limitations:

1. The maximum limit of our coverage for safety apparel is \$2,000, subject to any appropriate adjustments for deductibles and salvage retained by you.

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2. In the event of a loss, we will pay the lesser of:
- a) the actual cash value of the safety apparel at the time of loss; or
 - b) the cost to repair or replace the safety apparel.

DUPLICATE PAYMENT

We will make no duplicate payment to or for any insured for the same element of loss.

APPRAISAL

If we and the insured fail to agree on the amount payable under the Comprehensive or Collision Coverage, either party may demand appraisal for the loss. Each will appoint and pay a competent and disinterested appraiser and equally share other appraisal expenses. Any fees of expert witnesses or attorneys will be paid by the party who hires them.

The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An agreement by any two appraisers will determine the amount payable. Neither we nor you waive any rights under this policy by agreeing to an appraisal.

OTHER INSURANCE

If there is other insurance that covers any loss (other than a transport trailer), we will pay only our share of the loss. Our share is our proportion of the total insurance collectible for the loss. However, any insurance we provide for a transport trailer, a rental motorcycle, or a recreational vehicle other than your recreational vehicle will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by the owner of the vehicle;
2. any other applicable insurance; and
3. any other source of recovery applicable to the loss.

Recreational Vehicle Liability

Coverage

ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

For purposes of these coverages only:

1. "GUEST PASSENGER" means a person who is occupying, but not operating your recreational vehicle.
2. "YOUR RECREATIONAL VEHICLE" means the recreational vehicle(s) described in the Declarations, and any custom equipment.

Coverage Agreement

PROPERTY DAMAGE AND BODILY INJURY LIABILITY COVERAGE

1. We will pay for damages for which you are liable as a result of an accident arising out of the:
 - a) ownership;
 - b) maintenance or use; or
 - c) loading or unloading;
 of your recreational vehicle. A relative with your express or implied permission also has protection. So does any other person or organization who is liable for the use of your recreational vehicle while used with your express or implied permission.
2. Damages must involve:
 - a) property damage; or
 - b) bodily injury.
3. Damages include prejudgment interest awarded against an insured.
4. We will pay such liability losses up to the limits stated in the Declarations. In addition to our limit of liability and as to any covered damages, we will:
 - a) defend at our expense, with attorneys of our choice, any suit against the insured. We may settle or defend any claim or suit as we think proper.
 - b) pay:
 - (1) all expenses incurred by us; and
 - (2) all costs levied against the insured; in any such suit.
 - c) pay premiums:
 - (1) of not more than \$250 per insured for bail bonds required because of an accident or traffic violation.
 - (2) for appeal bonds in defended suits and for bonds to release attached property. The amount of such bonds shall not be more than the limits of liability shown in the Declarations.
 Although in paying such premiums, we are not required to apply for or furnish any bonds.
 - d) pay post-judgment interest on all damages awarded for covered losses. We will not pay interest that accrues after such time as we have:
 - (1) paid;
 - (2) formally offered; or
 - (3) deposited in court;
 the amount for which we are liable under this policy.
 - e) pay expenses, up to a maximum of \$1000, incurred by an insured for emergency medical aid to others at the time of the accident.
 - f) pay all reasonable expenses incurred by an insured at our request. We will pay up to \$200 per day for loss of earnings.
5. After the limits of this coverage have been paid, we will not defend any suit or pay any claim or judgment.

Coverage Extensions

USE OF TRAILERS

1. This coverage applies to the use of a pull-behind trailer by:
 - a) you;

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- b) a relative; or
- c) someone else with your express or implied permission, regardless of who owns it.
- 2. The pull-behind trailer must be used with a vehicle that is insured under this coverage.
- 3. This policy provides no Liability Coverage for any transport trailer.

USE OF OTHER RECREATIONAL VEHICLES

This coverage also applies to certain other recreational vehicles as follows:

- 1. A recreational vehicle you do not own, while it is used as a temporary substitute for your recreational vehicle. Your recreational vehicle must be out of use because of breakdown, repair, servicing, loss, or destruction.
- 2. A newly acquired recreational vehicle. This coverage applies only during the first 30 days you own the recreational vehicle unless it replaces your recreational vehicle. If the newly acquired recreational vehicle does not replace your recreational vehicle, all eligible household recreational vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply. We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.
- 3. A recreational vehicle owned by a non-member of your household and not covered in Item 1. of this section.
 - a) This applies only while the recreational vehicle is being operated by you.
 - b) This does not apply to losses involving a recreational vehicle:
 - (1) used in the business or occupation of you or a relative;
 - (2) owned, rented or leased by an employer of an insured;
 - (3) rented or leased by anyone for or on behalf of an employer of an insured; or
 - (4) furnished or available to you, a relative or resident of your household for regular use. Furnished for regular use does not include a motorcycle rented from a rental company for 30 days or less.

FINANCIAL RESPONSIBILITY

We will adjust the policy to comply:

- 1. with the financial responsibility law of any state or province which requires higher liability limits than those provided by this policy.
- 2. with the kinds and limits of coverage required of non-residents by any compulsory motor vehicle insurance law, or similar law.

However, any loss payment under this coverage will be made only over and above any other collectible motor vehicle insurance. In no case will anyone be entitled to duplicate payments for the same loss.

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by the law. The insured agrees to reimburse us for any payment which we would not have been obligated to make under the terms of this policy except for the agreement outlined in this paragraph.

ADDITIONAL INSURED

This coverage is afforded to an Additional Insured, if shown/named on the Declarations. However, this coverage applies only to the extent the Additional Insured becomes legally responsible for damages that arise solely out of the acts or omissions of:

- 1. you or a relative, or
- 2. any other covered person

while using your recreational vehicle with your express or implied permission. No coverage is afforded to an Additional Insured for its own independent negligence or any other liability.

The designation of an Additional Insured shall not operate to increase our limits of liability. Any coverage provided the Additional Insured shall also be subject to all terms and conditions of this coverage.

Coverage Exclusions

This coverage, including our duty to defend, does not apply to:

- 1. property damage or bodily injury caused intentionally by or at the direction of an insured, including willful acts the result of which the insured knows or ought to know will follow from the insured's conduct.

2. property damage or bodily injury resulting from the use of any recreational vehicle, or pull-behind trailer by an insured:
 - a) to carry or escort persons or property for compensation; or
 - b) for retail or wholesale delivery, including but not limited to messenger service, pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to the use of a recreational vehicle for charitable events.
3. any person while employed or engaged in the business of selling, repairing, parking, servicing, storing, moving, testing or delivering a vehicle or trailer. This exclusion does not apply to the use of your recreational vehicle by you, a relative, or a partner, employee, or agent of you or a relative.
4. property damage caused by any insured:
 - a) to a recreational vehicle that is owned or operated by, or in the custody of, any insured; or
 - b) to any other property that is owned by or in the custody of any insured or anyone occupying your recreational vehicle. This exclusion does not apply to a:
 - (1) rented home; or
 - (2) rented private garage.
5. bodily injury to any person eligible to receive any benefits required to be provided or voluntarily provided by any insured under:
 - a) workers' compensation;
 - b) unemployment compensation;
 - c) non-occupational or occupational disease;
 - d) disability benefits; or
 - e) any similar law.
6. bodily injury to an employee of any insured while engaged in employment. However, it does cover an employee at your home who is not, or is not required to be, covered by any workers' compensation law.
7. the United States of America or any of its agencies. It also does not apply to any employee of the United States of America or any of its agencies while such person is acting within the scope of his or her office or employment and the provisions of the Federal Tort Claims Act apply.
8. any person protected under nuclear energy liability insurance. This exclusion applies even if that insurance has been exhausted.
9. bodily injury or property damage arising out of the ownership, maintenance or use of your recreational vehicle while rented or leased to others by any insured.
10. bodily injury or property damage arising out of the use of any recreational vehicle in any competitive event, including but not limited to drag or speed racing, hill climbing, stunting activities, or in practice or preparation for such an event. This exclusion does not apply to parades or escorting participants in charitable racing events.
11. bodily injury to any fellow employee of an insured injured in the course of his employment if such injury arises out of the use of a recreational vehicle in the business of the employer.
12. liability for bodily injury or property damage assumed by an insured under any contract or agreement.
13. property damage or bodily injury arising out of the use of your recreational vehicle in the business or occupation of any insured.
14. property damage caused directly or indirectly by biological deterioration or damage. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
15. bodily injury arising directly or indirectly from the inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, algae, lichens, slime, mold, bacteria, wet or dry rot and any by-products of these organisms, however produced. Fungi as used above include, but are not limited to: yeasts, mold, mildew, rust, smuts, or fleshy fungi such as mushrooms and puffballs.
16. punitive or exemplary damages.
17. bodily injury or property damage caused by an act of war.
18. fines or other penalties imposed by the government.
19. bodily injury to a guest passenger resulting from his or her own negligence.

Limits and Conditions of Payment

AMOUNTS PAYABLE FOR LIABILITY LOSSES

Our obligation to pay Property Damage or Bodily Injury Liability losses is limited to the amount per person and per occurrence stated in the Declarations. The per person limit includes covered damages to a Guest Passenger. The following conditions apply to these limits:

1. The limit shown:
 - a) for Property Damage Liability is for all property damage in one occurrence.

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- b) for Bodily Injury Liability for any one person applies to one person's bodily injury, including death, and includes all claims resulting from or arising out of that one person's bodily injury, including death. Any and all claims, including but not limited to any legal claim for loss of consortium or injury to the relationship arising from this bodily injury, including death, shall be included in this limit. This per person policy limit shall be enforceable regardless of the number of insureds, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.
 - c) for Bodily Injury Liability for each occurrence is, subject to the per person limit described in paragraph (b) above, the maximum limit of our liability for all covered damages when two or more persons sustain bodily injury, including death, as a result of one occurrence. Any and all claims, including but not limited to any legal claim for loss of consortium or injury to the relationship arising from this bodily injury, including death, shall be included in this limit. The per occurrence policy limit shall be enforceable regardless of the number of insureds, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.
 - d) for Combined Single Limit is the maximum limit of our liability for all covered damages when one or more persons sustain bodily injury, including death, and property damage resulting from or arising from one occurrence. Any and all claims, including but not limited to any legal claim for loss of consortium or injury to the relationship arising from this bodily injury, including death, shall be included in this limit. The per occurrence policy limit shall be enforceable regardless of the number of insureds, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.
- 2. Liability limits apply as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our liability limits.
 - 3. Any payment made to a guest passenger is not in addition to the limits of liability shown on the Declarations for Bodily Injury Liability.
 - 4. In any loss covered under items 2 & 3 of "USE OF OTHER RECREATIONAL VEHICLES," the highest liability limit applicable to any one recreational vehicle on this policy will apply.
 - 5. Any payment to or for an insured under this coverage will be reduced by any amount paid or payable under any Medical Payments Coverage or Uninsured Motorists Coverage provided by this policy.
 - 6. A recreational vehicle and attached pull-behind trailer are considered one vehicle for Recreational Vehicle Liability Coverage.

OTHER INSURANCE

- 1. In any loss involving the use of your recreational vehicle by you, we will be liable for only our share of the loss if there is other collectible liability insurance. Our share is our proportion of the total insurance limits of the loss. Any insurance we provide while your recreational vehicle is being operated by someone other than you with your express or implied permission shall be excess over any other collectible liability insurance.
- 2. For losses covered under "USE OF OTHER RECREATIONAL VEHICLES," our coverage is excess over any other collectible:
 - a) insurance;
 - b) self-insurance;
 - c) proceeds from a governmental entity; or
 - d) sources of recovery.If more than one policy issued by us or a company affiliated with us applies on an excess basis to the same loss, we will pay only up to the highest limit of any one of them.
- 3. For coverage afforded to an Additional Insured, this insurance shall be excess over any other valid insurance applicable to the Additional Insured.

Uninsured Motorists Coverage

ADDITIONAL DEFINITIONS APPLICABLE TO THIS COVERAGE

For purposes of these coverages only:

1. **"YOUR RECREATIONAL VEHICLE"** means the recreational vehicle(s) described in the Declarations, and any custom equipment.
2. **"MOTOR VEHICLE"** means a self-propelled land motor vehicle designed primarily to be driven on public roads. A recreational vehicle is included within this definition when driven both on public roads and off public roads. Vehicles operated on rails or crawler treads shall not be included within this definition, with the exception of snowmobiles.
3. **"PROPERTY DAMAGE"** means the injuring or destruction of:
 - a) your recreational vehicle;
 - b) a newly acquired recreational vehicle for which the Recreational Vehicle Liability Coverage of this policy applies. This applies only during the first 30 days you own the recreational vehicle, unless it replaces your recreational vehicle. If the recreational vehicle replaces one shown in the Declarations, it will have the same coverage as the recreational vehicle it replaced. If not a replacement, the recreational vehicle will have the broadest coverage provided for any recreational vehicle listed in the Declarations. You must pay any added premium resulting from this coverage extension.

Property damage does not include loss of use of the recreational vehicle, or coverage for any personal property contained in or on the recreational vehicle.

4. **"UNINSURED MOTOR VEHICLE"** means:
 - a) one for which there is no liability bond, insurance, or other security in effect, applicable to the motor vehicle owner, operator, or any other liable person, at the time of the accident in at least the amounts required by the financial responsibility law where your recreational vehicle is principally garaged.
 - b) one for which the insuring company denies coverage or becomes insolvent.
 - c) one whose owner or operator has diplomatic immunity.
 - d) a "hit-and-run" motor vehicle which causes bodily injury to an insured or property damage. Bodily injury or property damage must be caused by the physical contact of the motor vehicle occupied by the unidentified operator with the insured or with your recreational vehicle or a recreational vehicle the insured is occupying.

If there is no physical contact with the "hit-and-run" motor vehicle, the facts of the accident must be confirmed by a witness. The witness must be someone other than the owner or operator of the insured vehicle.

An accident report must be made to the police within a reasonable time after the accident. We must have a sworn statement of the witness when there is no physical contact with the uninsured motor vehicle.

We will not consider as an uninsured motor vehicle:

- a) any motor vehicle owned by a government unit or agency, unless operated by a person without proper authorization;
- b) a vehicle that is defined as an underinsured motor vehicle under Underinsured Motorists Coverage; nor
- c) any trolley, streetcar, trailer, railroad engine, railroad car, fork lift, aircraft, watercraft, construction equipment, farm tractor, or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails, or any similar vehicle.

Coverage Agreement

YOU AND A RELATIVE

We will pay compensatory damages, including derivative claims which are due by law to you or a relative from the owner or operator of an uninsured motor vehicle because of bodily injury suffered by you or a relative, and because of property damage. Damages must result from a motor vehicle accident arising out of the:

1. ownership;
 2. maintenance; or
 3. use;
- of an uninsured motor vehicle.

OTHER PERSONS

We will also pay compensatory damages, including derivative claims, which are due by law from the owner or operator of an uninsured motor vehicle to other persons who are not a named insured or an insured household member for uninsured motorists coverage under another policy and who suffer bodily injury while occupying with your permission:

1. your recreational vehicle.
2. a recreational vehicle you do not own, while it is used as a temporary substitute for your recreational vehicle. Your recreational vehicle must be out of use because of breakdown, repair, servicing, loss, or destruction.
3. a newly acquired recreational vehicle by you to which the Recreational Vehicle Liability Coverage of this policy applies. This applies only during the first 30 days you own the recreational vehicle, unless it replaces your recreational vehicle.

RECOVERY

1. Before recovery, we and the Insured must agree on two points:
 - a) whether there is a legal right to recover damages from the owner or operator of an uninsured motor vehicle; and if so,
 - b) the amount of such damages.
2. Any judgment against the uninsured motorist will be binding on us only if copies of the pleadings in such action have been served on us in the manner provided by law.

Coverage Exclusions

This coverage does not apply:

1. to the use of any recreational vehicle or motor vehicle by an insured without the owner's permission.
2. for any insured who enters suit (legal action) against a responsible party without having copies of the pleadings in any such action served on us in the manner provided by law.
3. if the insured or legal representative settles, without our written consent, with any party who may be liable.
4. to property damage for which the insured has been paid.
5. for the first \$200 of property damage sustained.
6. to directly or indirectly benefit any:
 - a) workers' compensation or disability benefits carrier;
 - b) person or organization qualifying as a "self-insurer" under a workers' compensation, disability benefits or similar laws; or
 - c) insurer of property.

Insured Persons' Duties

1. In making a claim under this coverage, the insured must:
 - a) notify the civil authorities of all accidents where the owner or operator of a vehicle involved is unidentifiable as soon as practicable.
 - b) provide the name and address of the owner or operator of the at-fault uninsured motor vehicle or a registration number and description of such vehicle if known.
 - c) provide the names and addresses of all witnesses.
 - d) make damaged property available for our inspection at our request.
2. An insured may bring legal action against the other party for bodily injury or property damage. A copy of the summons and complaint or other process must be served immediately upon us. Service must be made according to statutory requirements.

3. The insured must give us notice within a reasonable time of any legal proceedings the insured is aware of against an insolvent insurer.
4. The insured must:
 - a) preserve and protect our right to subrogate against any liable party.
 - b) obtain our written consent to:
 - (1) settle any legal action brought against any liable party; and
 - (2) release any liable party.
5. An insured must provide cooperation to us during any claim or suit for the investigation, settlement or defense of that claim or suit.

Trust Agreement

This applies to the extent of any payment we make under this coverage.

1. We will have first right to any amount the insured receives from any liable party. The insured must:
 - a) hold in trust for us his right to recover against any such party;
 - b) do whatever is proper to secure such rights, and do nothing to prejudice them;
 - c) furnish us all papers in any suit the insured files;
 - d) do what is necessary to recover for us payments made under this coverage; and
 - e) repay us out of any recovery for any payments we have made and any expenses we have incurred in the action.
2. Our payment of a claim may result from the insolvency of an insurer. If so, we have the right to recover from the insurer, but not its insured.

Limits and Conditions of Payment

AMOUNTS PAYABLE FOR UNINSURED MOTORISTS LOSSES

Our obligation to pay Uninsured Motorists Coverage losses is limited to the amounts per person and per occurrence stated in the Declarations. The following conditions apply to these limits:

1. The limit shown:
 - a) for Uninsured Motorists Bodily Injury for any one person is for all covered damages, including all derivative claims, claimed by anyone arising out of and due to bodily injury to one person as a result of one occurrence. The per-person limit is the total amount available when one person sustains bodily injury, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of bodily injury, including death, to one person as a result of one occurrence.
 - b) for Uninsured Motorists Bodily Injury for each occurrence is the total limit of our liability for all covered damages when two or more persons sustain bodily injury, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims arising out of bodily injury, including death, to two or more persons as a result of one occurrence. This total limit is subject to the limit for any one person.
 - c) for Uninsured Motorists Property Damage is for all covered damages claimed by one or more insureds for property damage as a result of one occurrence.
 - d) for Combined Single Limit is the maximum limit of our liability for all covered damages when one or more persons sustain bodily injury, including death, resulting from or arising from one occurrence, and for property damage for all covered damages claimed by one or more insureds for property damage as a result of one occurrence. Any and all claims, including but not limited to any legal claim for loss of consortium or injury to the relationship arising from this bodily injury, including death, shall be included in this limit. The per occurrence policy limit shall be enforceable regardless of the number of insureds, claims made, vehicles or premiums shown in the Declarations or policy, premiums paid, vehicles involved in the accident, or policies involved.
2. Coverage applies as stated in the Declarations. The insuring of more than one person or recreational vehicle under any policy issued by us or an affiliated company does not increase our payment limits.
3. Any amount payable under this coverage shall be reduced by any amounts paid or payable under workers' compensation, disability benefits or similar law. This does not reduce the limits of this coverage.
4. The most we will pay for will be the lesser of:
 - a) the difference between:
 - (1) the amount of the insured's damages; and
 - (2) the amount paid to the insured by or for any person or organization who is or may be held legally liable for the bodily injury or property damage; or
 - b) the limit of this coverage.

OTHER INSURANCE

1. If no vehicle owned by you or a relative is involved in an accident in which you or a relative sustains bodily injury or property damage while occupying a motor vehicle or otherwise:
 - a) coverage under this policy applies as excess to any coverage which applies to the vehicle involved in the accident as primary coverage.
 - b) if coverage from more than one policy issued to you or a relative applies as excess, then the one policy with the highest limit shall set the maximum recovery. We will pay our share of the loss not to exceed our share of the maximum recovery. Our share will be that percentage our coverage bears to all like coverage (Uninsured Motorists coverage) applicable as excess.
2. If an insured sustains bodily injury or property damage while occupying your recreational vehicle, and your recreational vehicle is also described on the Declarations page of another policy providing applicable coverage, we are liable for only our share. Our share is that percent of damages that the coverage from this policy bears to the total of all coverage applicable to the occurrence.
3. If a vehicle owned by you or a relative is involved in an accident where you or a relative sustains bodily injury or property damage, this policy shall:
 - a) be primary if the involved vehicle is your recreational vehicle described on this policy; or
 - b) be excess if the involved vehicle is not your recreational vehicle described on this policy. The amount of coverage applicable under this policy shall be the lesser of the coverage limits under this policy or the coverage limits on the vehicle involved in the accident.Subject to the above, if other policies apply as excess, we are liable only for our share. Our share is that percent of the damages that the coverage applicable from this policy bears to the total of all like coverage (Uninsured Motorists coverage) which is applicable as excess to the occurrence.

DUPLICATE PAYMENT

We will make no duplicate payment to or for any insured for the same element of loss.

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NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY

IN WITNESS WHEREOF the company has caused this policy to be signed by its president and secretary and countersigned as may be required on the Declarations page by a duly authorized representative of the company.

Robert W. Horn

SECRETARY

Mark A. Czig

PRESIDENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

South Carolina Amendatory Endorsement

All provisions and exclusions afforded under the coverages provided, as stated in the Declarations, also apply to this endorsement unless stated otherwise in this endorsement.

General Provisions

The CANCELLATION and NONRENEWAL provisions are replaced by the following:

2. CANCELLATION DURING THE POLICY PERIOD

- a) The policyholder may cancel this policy or any of its coverages by mailing notice to us of the future date of cancellation desired. We will calculate any returned premium according to the rules, rates, fees and forms in effect and on file if required, for our use in your state.
- b) Up to the time this policy or any coverage has been in effect 90 days, we have unlimited right of cancellation. We may cancel by mailing notice to the policyholder 15 days prior to the effective date of cancellation. While the date we mail this notice must be within 90 days, the date of cancellation need not be. If this policy is cancelled within the first 60 days, and is not a renewal or continuation policy, the cancellation will become 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.
- c) After any coverage of this policy has been in force 90 days, our right to cancel such coverage during the policy period is limited.
 - (1) We may cancel:
 - a) if premiums, premium installment payments, or fees are not paid when due, whether payable directly to us or through any premium finance plan.
 - b) if you or anyone who lives in your household or who customarily operates your recreational vehicle has had his or her driver's license suspended or revoked during the policy period.
 - c) for any other reason permitted by South Carolina law.
 - (2) We must mail notice to the policyholder 15 days prior to the effective date of cancellation.
- d) In any case of cancellation by us not requested by the policyholder, our mailing of notice to the policyholder's last known address will constitute proof of notice as of the date we mail it. We will retain premium for days covered during the policy period.
- e) The premium refund, if any due, will be made as soon as practicable after the date of cancellation. Mailing or delivery of our check will constitute tender of refund.

3. NONRENEWAL

If we elect now to renew, we will mail written notice to the policyholder 15 days in advance of the date our action will take effect. Mailing of this notice to the last known address will be considered proof of notice. If the policy period is:

- a) 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- b) 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

The FRAUD AND MISREPRESENTATION provision is replaced by the following:

7. FRAUD AND MISREPRESENTATION

- a) THIS POLICY WAS ISSUED IN RELIANCE ON THE INFORMATION YOU PROVIDED AT THE TIME OF YOUR APPLICATION FOR INSURANCE COVERAGE. WE MAY VOID THIS POLICY, DENY COVERAGE UNDER THIS POLICY, OR AT OUR ELECTION ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW, IF YOU, OR ANY INSURED SEEKING COVERAGE UNDER THIS POLICY, KNOWINGLY, OR UNKNOWNLY CONCEALED, MISREPRESENTED OR OMITTED ANY MATERIAL FACT OR ENGAGED IN FRAUDULENT CONDUCT AT THE TIME THE APPLICATION WAS MADE OR AT ANY TIME DURING THE POLICY PERIOD.
- b) WE MAY VOID THIS POLICY, DENY COVERAGE FOR AN ACCIDENT OR LOSS, OR AT OUR ELECTION, ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW, IF ANY

INSURED OR ANY OTHER PERSON SEEKING COVERAGE UNDER THIS POLICY HAS KNOWINGLY OR UNKNOWNLY CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR ENGAGED IN FRAUDULENT CONDUCT IN CONNECTION WITH THE FILING OR SETTLEMENT OF ANY CLAIM.

- c) IF WE VOID THIS POLICY, THIS SHALL NOT AFFECT THE LIABILITY COVERAGE OF THIS POLICY UP TO THE MINIMUM LIMITS REQUIRED BY THE FINANCIAL RESPONSIBILITY LAW OF THE STATE, IF WE HAVE CERTIFIED YOUR POLICY AS PROOF OF FINANCIAL RESPONSIBILITY WITH THE STATE, AND IF THE ACCIDENT OCCURS BEFORE WE NOTIFY THE NAMED INSURED THAT THE POLICY IS VOID. IF WE VOID THIS POLICY, YOU MUST REIMBURSE US IF WE MAKE A PAYMENT.
- d) NO PERSON OR ORGANIZATION WHO ENGAGES IN FRAUDULENT CONDUCT IN CONNECTION WITH THE APPLICATION PROCESS, AN ACCIDENT, OR FILING A CLAIM, OR ENGAGES IN ANY MATERIAL MISREPRESENTATION REGARDING THE ISSUANCE OF THIS POLICY SHALL BE ENTITLED TO RECEIVE ANY PAYMENT UNDER THIS POLICY AT ANY TIME.

Physical Damage Coverage

The COMPREHENSIVE COVERAGE provision is replaced with the following:

COMPREHENSIVE COVERAGE

If you pay a premium for Comprehensive coverage as shown on the Declarations, we will pay for a covered loss to your recreational vehicle not caused by collision or upset. We will pay for the loss less your deductible. If salvage is retained by you, the fair market value of the salvage will also be deducted from our payment of the loss. Coverage is included for, but not limited to:

1. damage from contact with:
 - a) animals; or
 - b) falling or flying objects.
2. broken glass:
 - a) even if caused by collision or upset; and
 - b) if you do not have Collision Coverage.

We will not apply a deductible to safety glass or the repair of a windshield.

The COLLISION COVERAGE provision is replaced with the following:

COLLISION COVERAGE

If you pay a premium for Collision coverage as shown on the Declarations, we will pay for a covered loss to your recreational vehicle and safety apparel, caused by collision or upset. We will pay for the loss less your deductible. We will not apply a deductible to safety glass or the repair of a windshield. If salvage is retained by you, the fair market value of the salvage will also be deducted from our payment of the loss.

Recreational Vehicle Liability Coverage

The exclusion is removed from the COVERAGE EXCLUSIONS provision:

- 16. punitive or exemplary damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Vanishing Deductible

With this endorsement, your policy is amended as follows:

ADDITIONAL DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

1. "VANISHING DEDUCTIBLE" means a dollar amount that serves to reduce the Physical Damage coverage deductibles on this policy.

Vanishing Deductible

In the event of a covered loss, we will reduce any applicable deductible under Physical Damage Coverage by the vanishing deductible credit amount as shown in the Declarations. Your policy can earn a deductible credit amount up to a maximum of \$ 500 .

The vanishing deductible credit amount will not be greater than any of the applicable deductibles under Physical Damage Coverage as shown in the Declarations. There is no cash value earned.

Your vanishing deductible cannot be applied to any other policy issued by us.

This endorsement applies as stated in the Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

**INSURANCE IDENTIFICATION CARDS
PLEASE KEEP A CARD IN EACH VEHICLE
DO NOT USE IF YOUR POLICY OR COVERAGE IS NOT IN FORCE**

**PERSONAL INSURANCE
SERVICE CARDS FOR
YOUR WALLET OR PURSE**

**INSURANCE IDENTIFICATION CARD
(South Carolina)
KEEP THIS CARD IN YOUR VEHICLE**
Policy No. **MSPC0040979880-1**
Account No. **6190892483**

**NATIONWIDE P & C INS CO
1100 LOCUST ST DEPT 0210
DES MOINES IA 50391-0210**
877-877-7907

**DIXON, RANDALL
DIXON, JESSICA
105 G ST
WILLIAMSTON, SC 29697-2150**

Policy Period: **06/10/13 to 08/10/14**

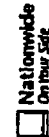
This Card effective: **06/10/13**

Veh: **001 03 SUZUKI**

JS1VS54A332100175

**FURMAN L BAGWELL
PO BOX 39
WILLIAMSTON SC 29697-0039**

This Insurance Identification (ID) Card shows that a liability insurance policy has been issued which satisfies the financial responsibility requirements of the law. Your ID card may be shown if requested to provide proof of insurance. In the event of an accident your card may be used to exchange information with other drivers.



**FURMAN L BAGWELL
WILLIAMSTON SC 29697-0039
INSURED DIXON, RANDALL
DIXON, JESSICA
POLICY NUMBER MSPC0040979880-1
ACCOUNT NUMBER 6190892483
Customer Service: 864-847-7188
Claims 1-800-421-3535**

**INSURANCE IDENTIFICATION CARD
(South Carolina)
KEEP THIS CARD IN YOUR VEHICLE**
Policy No. **MSPC0040879880-1**
Account No. **6190892483**

**NATIONWIDE P & C INS CO
1100 LOCUST ST DEPT 0210
DES MOINES IA 50391-0210**
877-877-7907

**DIXON, RANDALL
DIXON, JESSICA
105 G ST
WILLIAMSTON, SC 29697-2150**

Policy Period: **06/10/13 to 06/10/14**

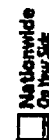
This Card effective: **06/10/13**

Veh:

VOID

**FURMAN L BAGWELL
PO BOX 39
WILLIAMSTON SC 29697-0039**

This Insurance Identification (ID) Card shows that a liability insurance policy has been issued which satisfies the financial responsibility requirements of the law. Your ID card may be shown if requested to provide proof of insurance. In the event of an accident your card may be used to exchange information with other drivers.



**FURMAN L BAGWELL
WILLIAMSTON SC 29697-0039
INSURED DIXON, RANDALL
DIXON, JESSICA
POLICY NUMBER MSPC0040879880-1
ACCOUNT NUMBER 6190892483
Customer Service: 864-847-7188
Claims 1-800-421-3535**

THIS IDENTIFICATION IS REQUIRED TO BE IN EACH INSURED VEHICLE AT ALL TIMES. USE ONLY IF COVERAGE IS CURRENTLY IN FORCE.

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness
2. Name of Insurance Company and policy number for each vehicle involved.
3. License numbers of other vehicles.
4. Fix in your mind locations of vehicles before and after the accident. Take pictures if possible, or draw a diagram of the accident site.
5. Inform police and obtain name and badge number of investigating officer.

NOTE: Do not express an opinion as to who was at fault. Do not sign any statement or allow your version of the accident to be recorded except by an identified representative of your company, or as required by the authorities.

THIS IDENTIFICATION IS REQUIRED TO BE IN EACH INSURED VEHICLE AT ALL TIMES. USE ONLY IF COVERAGE IS CURRENTLY IN FORCE.

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness
2. Name of Insurance Company and policy number for each vehicle involved.
3. License numbers of other vehicles.
4. Fix in your mind locations of vehicles before and after the accident. Take pictures if possible, or draw a diagram of the accident site.
5. Inform police and obtain name and badge number of investigating officer.

NOTE: Do not express an opinion as to who was at fault. Do not sign any statement or allow your version of the accident to be recorded except by an identified representative of your company, or as required by the authorities.

6/10/13 Jax (910) 606-2372
Jax (888) 289-9348

11773SCMN (03-12)

**Offer of Optional Additional Uninsured and
Underinsured Registered Motor Vehicle Insurance Coverages**

**THIS FORM ONLY APPLIES TO THOSE MOTOR VEHICLES WHICH ARE REQUIRED TO
BE REGISTERED AND ARE REQUIRED TO HAVE THE LIABILITY COVERAGE
MANDATED BY SC § 38-77-10 et seq.**

I. EXPLANATION OF COVERAGES

- Registered motor vehicle liability insurance coverage pays other registered motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of registered motor vehicle liability insurance coverage, bodily injury – a coverage which pays people upon whom your motor vehicle inflicts bodily injury – and property damage – a coverage which pays people for damages your registered motor vehicle causes to their motor vehicles or property.

Your registered motor vehicle must be provided with at least \$25,000.00 of bodily injury insurance for each person whom you may injure and \$50,000.00 of bodily injury insurance for two or more people whom you may injure in any single accident. You must also be provided with at least \$25,000.00 in property damage insurance for each accident which you may cause. You may have seen these limits described as \$25,000/\$50,000/\$25,000. However, you have the right to purchase additional limits of registered motor vehicle liability insurance. You must, naturally, pay an increased insurance premium for these increased limits of protection.

In addition, this State's laws require that you must be offered, at your option, two additional registered motor vehicle insurance coverages which will protect you in the event you are damaged in a motor vehicle accident by an at-fault motor vehicle driver who either has no registered motor vehicle insurance or whose registered motor vehicle insurance liability limits are less than the damages which you suffer in that accident. These coverages are legally termed "uninsured motorist coverage" and "underinsured motorist coverage". You may also see them referred to within your insurance policy as "UM" and "UIM". You must, once again, pay an increased insurance premium for each of these additional coverages.

- Uninsured motorist coverage compensates you, or other persons insured under your registered motor vehicle insurance policy, for amounts that you may be legally entitled to collect as damages from an owner or operator of an uninsured motor vehicle. An uninsured motor vehicle is a registered motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your registered motor vehicle insurance policy must automatically provide uninsured motorist coverage of \$25,000/\$50,000/\$25,000. All uninsured motorist coverages provide for a \$200 deductible for property damage claims.

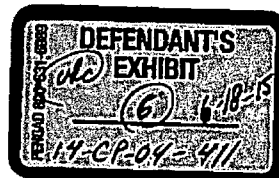
You also have the right to buy additional uninsured motorist coverage, in various limits, up to the limits of liability coverage you will carry under your registered motor vehicle insurance policy. Some of the more commonly sold limits of additional uninsured motorist coverage, together with the additional premiums which you will be charged, are shown upon this Form. If there are other limits in which you are interested, but which are not shown upon this Form, then fill-in those limits. If your insurance company is allowed to market those limits within this State, your insurance agent will fill-in the amount of increased premium.

- Underinsured motorist coverage compensates you, or other persons insured under your registered motor vehicle insurance policy, including passengers within your motor vehicle, for amounts that you, or your passengers, may be legally entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a registered motor vehicle that is covered by some form of liability insurance, but that liability insurance coverage is not sufficient to fully compensate you for your damages.

Your registered motor vehicle insurance policy does not automatically provide any underinsured motorist coverage. You have, however, a right to buy underinsured motorist coverage in limits up to the liability coverage you will carry under your registered motor vehicle insurance policy. Some of the more commonly sold limits of underinsured motorist coverage, together with the additional premium you will be charged, are shown upon this Form. If there are other limits in which you are interested, but which are not shown upon this Form, then fill-in those limits. If your insurance company is allowed to market those limits within this State, your insurance agent will fill-in the amount of increased premium.

It is important for you to understand that if you reject either one of these coverages upon this Form and if you are involved in an accident, this Form then may be used by your insurance company as evidence against you if it denies your claim for additional uninsured motorist coverage or underinsured motorist coverage.

11773SCMN (03-12)



Page 1 of 4

If you do not complete this Form and return it to your insurance company or to your insurance agent within 30 days from your receipt of this Form, the law requires that additional uninsured motorist coverage and underinsured motorist coverage, at the same limits as the registered motor vehicle liability insurance which you purchase, must be automatically added on to your registered motor vehicle insurance policy. You will be required to pay an additional premium for each of these coverages. If you do not pay that additional premium, your registered motor vehicle insurance policy may then be cancelled.

In the future, if you wish to increase or decrease your limits of additional uninsured or underinsured coverage, you must then 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 by your insurance company upon renewal of your registered motor vehicle liability insurance policy.

Please read this Form carefully. If you have any questions you should contact the State of South Carolina Department of Insurance. Its address and telephone number are:

OFFICE OF CONSUMER SERVICES
STATE OF SOUTH CAROLINA DEPARTMENT OF INSURANCE
CAPITOL CENTER, 1201 MAIN STREET, SUITE 1000
POST OFFICE BOX 100105
COLUMBIA, SOUTH CAROLINA 29202-3105
(803) 737-6180 or toll free (800) 768-3467
E-MAIL ADDRESS: consumers@doi.sc.gov

Your insurance agent must also answer any questions which you may have.

Source: SC Code Ann. Sections 38-77-350 and 38-73-470 and SCDI Form Number 2006

II. OFFER OF ADDITIONAL UNINSURED MOTORISTS COVERAGE

Required registered motor vehicle minimum limit of \$25,000/\$50,000/\$25,000 – see rate below

<u>Limits of Coverage</u>	<u>Base Premium Rates</u> (Must be filled-in prior to your decision and signature) Rates effective as of March 17, 2012
Bodily Injury Per Person/ Bodily Injury Per Accident/ Property Damage *	
\$25,000/\$50,000/\$25,000	\$20.21
\$50,000/\$100,000/\$25,000	\$30.17
\$100,000/\$300,000/\$25,000	\$50.40
\$300,000/\$300,000/\$25,000	\$63.62
\$250,000/\$500,000/\$25,000	\$63.62
\$500,000/\$500,000/\$25,000	\$71.13
\$500,000/\$1,000,000/\$25,000	\$73.90
\$1,000,000/\$1,000,000/\$25,000	\$76.51
\$100,000 Combined Single Limit	\$34.48
\$300,000 Combined Single Limit	\$71.70
\$500,000 Combined Single Limit	\$80.71

* For property damage limits above \$25,000, add the premium shown in the chart below to the appropriate bodily injury and \$25,000 property damage limit premiums above.

For limits not shown, the base premium rate is the same as the next higher limit.

<u>Limits</u>	<u>Additional Base Rates</u> (Must be filled-in prior to your decision and signature) <u>Uninsured Motorist Coverage</u> Rates effective as of March 17, 2012
\$50,000	\$4.28
\$100,000	\$4.86
\$300,000	\$6.57
\$500,000	\$8.09

Do you wish to purchase Additional Uninsured Motorists Coverage? Yes _____ No RD

If your answer is "no," you must then sign here. X [Signature]

If your answer is "yes," then specify the limits which you desire. These limits cannot exceed your registered motor vehicle insurance liability limits.

I select Bodily Injury: _____ / _____

Property Damage: _____

III. OFFER OF UNDERINSURED MOTORISTS COVERAGE

Limits of Coverage

Base Premium Rates (Must be filled-in prior to your decision and signature)
Rates effective as of March 17, 2012

Bodily Injury Per Person/
Bodily Injury Per Accident/
Property Damage *

\$25,000/\$50,000/\$25,000	\$ 78.85
\$50,000/\$100,000/\$25,000	\$125.26
\$100,000/\$300,000/\$25,000	\$219.62
\$300,000/\$300,000/\$25,000	\$281.25
\$250,000/\$500,000/\$25,000	\$281.25
\$500,000/\$500,000/\$25,000	\$316.25
\$500,000/\$1,000,000/\$25,000	\$329.19
\$1,000,000/\$1,000,000/\$25,000	\$341.36
\$100,000 Combined Single Limit	\$139.13
\$300,000 Combined Single Limit	\$289.32
\$500,000 Combined Single Limit	\$325.69

* For property damage limits above \$25,000, add the premium shown in the chart below to the appropriate bodily injury and \$25,000 property damage limit premiums above.

For limits not shown, the base premium rate is the same as the next higher limit.

Limits
Property Damage

Additional Base Rates (Must be filled-in prior to your decision and signature)
Underinsured Motorist Coverage
Rates effective as of March 17, 2012

\$50,000	\$4.03
\$100,000	\$5.41
\$300,000	\$7.01
\$500,000	\$8.03

Do you wish to purchase Underinsured Motorists Coverage? Yes _____ No RD

If your answer is "no," you must then sign here. X [Signature]

If your answer is "yes," then specify the limits which you desire. These limits cannot exceed your registered motor vehicle insurance liability limits.

I select: Bodily Injury: _____ / _____

Property Damage: _____

IV. APPLICANT'S ACKNOWLEDGEMENT

I hereby acknowledge that I have read, or have had read to me, the above explanations and offers of additional uninsured motorist coverage and underinsured motorist coverage. I have indicated whether or not I wish to purchase each coverage in the spaces provided. I further understand that the above explanations of these coverages are intended only to be brief descriptions of uninsured motorist coverage and underinsured motorist coverage, and that payment of benefits under any of these coverages is subject both to the terms and conditions of my registered motor vehicle insurance policy and to the State of South Carolina's laws.

Policy Number (if available): MSPC 0040979880 Today's Date: 4/3/13

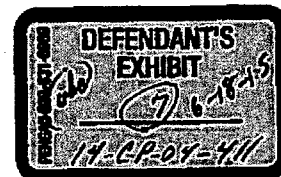
Type or Print Your Name: Randall Dixon

Your Signature: 

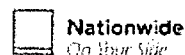
Your Address: 105 G St. Williamston SC 29697

Your Zip Code

Furman L Bagwell
Po Box 39
Williamston SC 29697-0039
(864) 847-7188
Agent License Number: 531992



Nationwide Property & Casualty Insurance Company
1100 Locust St.
Des Moines, IA 50391-0900



Personal Motorcycle, Snowmobile, ATVs
Policy Application
South Carolina

ENTERED
[Signature]

Policy Number: **MSPC 0040979880**
Customer Id:

Policy Period From: 02/11/2013 to: 02/11/2014 12:01 A.M. Standard Time

Named Insured 1	Randall First	Dixon Last	901 606 2372 Telephone (home)
Named Insured 2	Jessica First	Dixon Last	Telephone (work)
Address	105 G St Street Anderson Rating County	Williamston City SC 29697 2150 State Zipcode	

FILED-CLERK'S OFFICE
ANDERSON SC
2015 JUN 19 PM 4:29
COMMON PLEAS AND
GENERAL SESSIONS

Coverages and Limits of Liability

(*) Coverages shown in thousands of dollars

Veh ID	Bodily Injury and Property Damage*	Medical Payments each Person	Damage to your auto	
			Comprehensive Deductible	Collision Deductible
001	25/50/25	No Cov	250 Ded	250 Ded
Veh ID	Uninsured Motorist*	Underinsured Motorist*	Uninsured Motorist PD*	Underinsured Motorist PD*
001	25/50	No Cov	25	No Cov
Veh ID	Custom Equipment	Roadside Assistance	Towing & Labor	OEM Endorsement
001	3900	No Cov	No Cov	No

Vehicles

(Complete information is required - Must be registered to applicant)

Veh ID	Year	Make	Model	Symbol	VIN or Serial Number		CC's	
001	2003	Suzuki	VL800K3 Intruder Volusia	420	JS1VS54A332100175		805	
Veh ID	Vehicle Usage	Special Hazard	Vehicle has been rebuilt, retitled, salvaged, or had original frame replaced?	Stored in Locked Garage?	Trike?	Value	Number of Owners	Prior Damage?
001	Pleasure	None	No	No	No	N/A	1	No
Veh ID	Theft Recovery Device		Anti-Lock Brakes?					
001	No		No					

Randall Dixon - MSA

FURMAN L BAGWELL

Vehicle Garaging Location - if different than applicant address

Veh ID	Municipality	Address	City	State	Zipcode
001	WILLIAMSTON				

Loss Payee

Num	Vehicle Number	Interest Code	Name	Address
1				
	City	State	Zipcode	Loan/Lease Number
1				
Num	Loss Payee / Lease Expiration Date			
1				

Additional Information

Primary residence	Rent Home	Riding Association	None	
Intra-Agency?	No			
Present MSA insurance company	None	Policy Number	Exp Date (mmddyyyy)	Years
Lapse(MSA or Auto):	None	Prior Limits (MSA or Auto):	None	
Other Insurance with X-Company?	Yes	Policy Number 1	61 C801703	Policy Number 2
		Policy Number 3		Policy Number 4
Consent given to order credit:	Yes	Credit Disclosure Date: (mmddyyyy)	02112013	

Driver Information (List all operators)

Drv	Last Name	First Name	Middle Name	Gender	Date of Birth	Relation to Applicant	Marital Status	Social Security Number
1	Dixon	Randall		Male	05131985	Applicant	Married	XXX-XX-0098
Drv	Driver License Number	State	License Status	Defensive Driver Course/Date (mm/yyyy)	Financial Responsibility Filing Required/State			
1	101670983	SC	Valid	No	No			

Have you or any member of your household been convicted of insurance fraud? No

Accidents / Convictions / Losses

N.	Driver Number	SDIP Desc	Date	Discover Method
1	1	Defective Equipment	09302009	MVR
2	1	Other non-moving Violations	09052008	MVR
3	1	Other non-moving Violations	07302008	MVR
4	1	Other non-moving Violations	07302008	MVR

Premium Payment Information

Est. Full Pay Down Payment	Total Premium
\$377.00	\$377.00

INSURANCE INFORMATION

Most of the information needed to issue a policy comes directly from you. However, on occasion, we will need additional information or need to verify information we already have. This information is often provided by consumer reporting agencies and may include credit, motor vehicle and/or loss history reports. You have the right to access such information and to correct the information if you feel it contains errors. Additional details about our information and disclosure practices are available upon request.

STATEMENT/SIGNATURE OF APPLICANT

I (we) declare that I (we) have read the questions and special information on this application. The answers I (we) have provided to the questions are complete and truthful.

I (we) request the Company to issue a policy of insurance relying on the answers provided with the understanding that any quoted premiums are subject to Company verification.

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR THE REASONS STATED IN THE POLICY.

Offer of Optional Additional Uninsured and Underinsured Registered Motor Vehicle Insurance Coverages

THIS FORM ONLY APPLIES TO THOSE MOTOR VEHICLES WHICH ARE REQUIRED TO BE REGISTERED AND ARE REQUIRED TO HAVE THE LIABILITY COVERAGE MANDATED BY SC § 38-77-10 et seq.

I. EXPLANATION OF COVERAGES

- Registered motor vehicle liability insurance coverage pays other registered motor vehicle drivers and their passengers for damages caused by you and for which you are legally responsible. There are two types of registered motor vehicle liability insurance coverage, bodily injury - a coverage which pays people upon whom your motor vehicle inflicts bodily injury - and property damage - a coverage which pays people for damages your registered motor vehicle causes to their motor vehicles or property.

Your registered motor vehicle must be provided with at least \$25,000.00 of bodily injury insurance for each person whom you may injure and \$50,000.00 of bodily injury insurance for two or more people whom you may injure in any single accident. You must also be provided with at least \$25,000.00 in property damage insurance for each accident which you may cause. You may have seen these limits described as \$25,000/\$50,000/\$25,000. However, you have the right to purchase additional limits of registered motor vehicle liability insurance. You must, naturally, pay an increased insurance premium for these increased limits of protection.

In addition, this State's laws require that you must be offered, at your option, two additional registered motor vehicle insurance coverages which will protect you in the event you are damaged in a motor vehicle accident by an at-fault motor vehicle driver who either has no registered motor vehicle insurance or whose registered motor vehicle insurance liability limits are less than the damages which you suffer in that accident. These coverages are legally termed "uninsured motorist coverage" and "underinsured motorist coverage". You may also see them referred to within your insurance policy as "UM" and "UIM". You must, once again, pay an increased insurance premium for each of these additional coverages.

- Uninsured motorist coverage compensates you, or other persons insured under your registered motor vehicle insurance policy, for amounts that you may be legally entitled to collect as damages from an owner or operator of an uninsured motor vehicle. An uninsured motor vehicle is a registered motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your registered motor vehicle insurance policy must automatically provide uninsured motorist coverage of \$25,000/\$50,000/\$25,000. All uninsured motorist coverages provide for a \$200 deductible for property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits, up to the limits of liability coverage you will carry under your registered motor vehicle insurance policy. Some of the more commonly sold limits of additional uninsured motorist coverage, together with the additional premiums which you will be charged, are shown upon this Form. If there are other limits in which you are interested, but which are not shown upon this Form, then fill-in those limits. If your insurance company is allowed to market those limits within this State, your insurance agent will fill-in the amount of increased premium.

- Underinsured motorist coverage compensates you, or other persons insured under your registered motor vehicle insurance policy, including passengers within your motor vehicle, for amounts that you, or your passengers, may be legally entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a registered motor vehicle that is covered by some form of liability insurance, but that liability insurance coverage is not sufficient to fully compensate you for your damages.

Your registered motor vehicle insurance policy does not automatically provide any underinsured motorists coverage. You have, however, a right to buy underinsured motorist coverage in limits up to the liability coverage you will carry under your registered motor vehicle insurance policy. Some of the more commonly sold limits of underinsured motorist coverage, together with the additional premium you will be charged, are shown upon this Form. If there are other limits in which you are interested, but which are not shown upon this Form, then fill-in those limits. If your insurance company is allowed to market those limits within this State, your insurance agent will fill-in the amount of increased premium.

It is important for you to understand that if you reject either one of these coverages upon this Form and if you are involved in an accident, this Form then may be used by your insurance company as evidence against you if it denies your claim for additional uninsured motorist coverage or underinsured motorist coverage.

If you do not complete this Form, and return it to your insurance company or to your insurance agent within 30 days from your receipt of this Form, the law requires that additional uninsured motorist coverage and underinsured motorist coverage, at the same limits as the registered motor vehicle liability insurance which you purchase, must be automatically added on to your registered motor vehicle insurance policy. You will be required to pay an additional premium for each of these coverages. If you do not pay that additional premium, your registered motor vehicle insurance policy may then be cancelled.

In the future, if you wish to increase or decrease your limits of additional uninsured or underinsured coverage, you must then 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 by your insurance company upon renewal of your registered motor vehicle liability insurance policy.

Please read this Form carefully. If you have any questions you should contact the State of South Carolina Insurance. Its address and telephone number are:

OFFICE OF CONSUMER SERVICES
 STATE OF SOUTH CAROLINA DEPARTMENT OF INSURANCE
 CAPITOL CENTER, 1201 MAIN STREET, SUITE 1000
 POST OFFICE BOX 100105
 COLUMBIA, SOUTH CAROLINA 29202-3105
 (803) 737-6180 or toll free (800) 768-3467
 E-MAIL ADDRESS: consumers@doi.sc.gov

Your insurance agent must also answer any questions which you may have.
 Source: SC Code Ann. Sections 38-77-350 and 38-73-470 and SCDI Form Number 2006

II. OFFER OF ADDITIONAL UNINSURED MOTORISTS COVERAGE

Required minimum limit of \$25,000/\$50,000/\$25,000 -- see rate below

Limits of Coverage

Base Premium Rates (Must be filled-in prior to your decision and signature)
 Rates effective as of March 17, 2012

Bodily Injury Per Person/
 Bodily Injury Per Accident/
 Property Damage*

\$25,000/\$50,000/\$25,000	\$20.21
\$30,000/\$100,000/\$25,000	\$30.17
\$100,000/\$300,000/\$25,000	\$50.40
\$300,000/\$300,000/\$25,000	\$63.62
\$250,000/\$500,000/\$25,000	\$63.62
\$500,000/\$500,000/\$25,000	\$71.13
\$500,000/\$1,000,000/\$25,000	\$73.90
\$1,000,000/\$1,000,000/\$25,000	\$76.51
\$100,000 Combined Single Limit	\$34.48
\$300,000 Combined Single Limit	\$71.70
\$500,000 Combined Single Limit	\$80.71

* For property damage limits above \$25,000, add the premium shown in the chart below to the appropriate bodily injury and \$25,000 property damage limit premiums above. For limits not shown, the base premium rate is the same as the next higher limit.

Limits

Additional Base Rates (Must be filled-in prior to your decision and signature)
 Rates effective as of March 17, 2012

Property Damage

\$50,000	\$4.28
\$100,000	\$4.86
\$300,000	\$6.57
\$500,000	\$8.09

Do you wish to purchase Additional Uninsured Motorists Coverage? Yes No NO

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

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

I select: Bodily Injury:
 Property Damage:

III. OFFER OF UNDERINSURED MOTORISTS COVERAGE

Limits of Coverage

Base Premium Rates (Must be filled-in prior to your decision and signature)
 Rates effective as of March 17, 2012

Bodily Injury Per Person/
 Bodily Injury Per Accident/
 Property Damage*

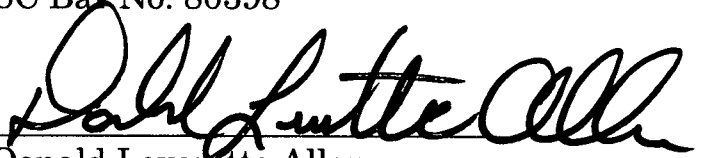
\$25,000/\$50,000/\$25,000	\$78.85
\$50,000/\$100,000/\$25,000	\$125.26
\$100,000/\$300,000/\$25,000	\$219.62
\$300,000/\$300,000/\$25,000	\$281.25
\$250,000/\$500,000/\$25,000	\$281.25
\$500,000/\$500,000/\$25,000	\$316.25
\$500,000/\$1,000,000/\$25,000	\$329.19
\$1,000,000/\$1,000,000/\$25,000	\$341.36
\$100,000 Combined Single Limit	\$139.13
\$300,000 Combined Single Limit	\$289.32
\$500,000 Combined Single Limit	\$325.69

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



Joshua C. B. Allen
SC Bar No. 80398



Donald Leverette Allen
SC Bar No. 10421
The Allen & Allen Law Firm
Post Office Box 2861
Anderson, South Carolina 29622
864-226-6184
Attorneys for Appellant

February 6, 2017
Anderson, South Carolina

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