

The Supreme Court of South Carolina

Allstate Vehicle and Property Insurance Company,
Plaintiff,

v.

Rose Wadford Hunter, Jane Doe, by and through her
mother and natural Guardian ad Litem, Mary Roe, and
Mary Roe, individually, Defendants.

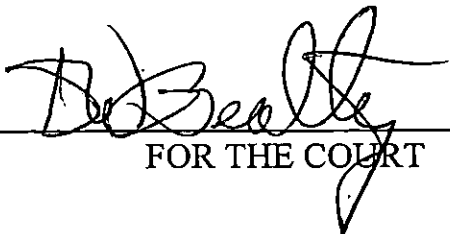
Appellate Case No. 2018-001068

ORDER

Pursuant to Rule 244, SCACR, the Court will answer the following question certified to this Court by order of the Honorable David C. Norton, United States District Judge for the District of South Carolina, Charleston Division:

In *Manufacturers & Merchants Ins. Co. v Harvey*, 330 S.C. 152, 498 S.E.2d 222 (Ct. App. 1998), the South Carolina Court of Appeals held that sexual abuse negligence claims against a non-abusing third party constitute "occurrences" and are not barred by the intentional act exclusion in an insurance policy. How does this holding interact with the intentional or criminal act exclusion and joint obligations provision found in Allstate's insurance policy? Specifically, does Allstate's intentional or criminal act exclusion and the joint obligations provision operate to bar coverage for claims such as negligent supervision and breach of fiduciary duty levied against the non-abusing third party that is the other "named insured" in a policy?

The parties shall proceed to serve and file briefs as provided by Rule 244(e), SCACR. Rule 244 does not provide for the filing of initial briefs; therefore, only final briefs should be filed in this matter.


_____. C.J.
FOR THE COURT

Columbia, South Carolina

June 27, 2018

cc:

Alfred Johnston Cox, Esquire
Janice Holmes, Esquire
Benjamin Terrell Coppage, Esquire
Aaron Eric Edwards, Esquire
Lawrence E. Richter, Jr., Esquire
The Honorable David C. Norton
The Honorable Robin L. Blume