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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2011-CP-10-4867

Permanent General Assurance Company Respondent,

v.

Karen D. Givens, Individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens.....Appellants.

RECORD ON APPEAL

RECEIVED
JUN 11 2013

SC Court of Appeals

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Permanent General Assurance Company,

Plaintiff,

vs.

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2011-CP-10-4867

ORDER

FILED
2012 JUN 19 PM 12:22
JULIE L. HONG
CLERK OF COURT
BY

This matter came before the Court on cross Motions for Summary Judgment filed by the parties. A hearing was held on May 29th, 2012. Present for the Plaintiff was Adam Neil, Esquire. Present for the Defendants was Donald Budman, Esquire. Having considered the arguments of counsel and the legal authorities submitted, the Court hereby grants Plaintiff's Motion for Summary Judgment, thereby denying Defendants' Motion for Summary Judgment.

The undisputed facts of this declaratory judgment action are as follows. An automobile accident occurred on March 19, 2011, when E. Cierra Givens was riding as a passenger in a Buick Century operated by her sister, Defendant Kayla Givens, that ran off the road and struck a tree. Tragically, Cierra Givens died as a result of injuries sustained in the accident. Defendant Karen Givens, as Personal Representative for the Estate of E. Cierra Givens sought coverage under a policy of automobile liability insurance issued by Plaintiff Permanent General. However, because that policy was cancelled on March 16, 2011 for non-payment of premium, there was no policy of insurance in effect at the time of the accident and Permanent General denied the claim.

About a month before the accident Karen Givens applied for insurance with Permanent General via the internet on February 13, 2011, after receiving a ticket for driving without liability

insurance. She did not list any other household drivers on the application and the policy covered only Karen's 1999 Ford Taurus. Givens paid an initial deposit of \$101.20 when she applied for coverage and Permanent General issued a policy of insurance, policy number 30-SC-762345.

On February 21, 2011, Givens was sent a bill for \$90.96, which represented the next installment of the premium. According to the bill, the premium was due to be paid by March 12, 2011. On that same day, her daughter, Kayla Givens, purchased the Buick from Crazy J's Auto Express. In order to save money, Karen and Kayla Givens elected to add the vehicle to Karen's existing policy rather than obtain a new policy from another insurer. Permanent General issued an automobile insurance binder providing temporary coverage for the Buick. Specifically, the binder provided: "THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM". The reverse side of the binder provides in relevant part:

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions, and limitations of the policy(ies) in current use by the Company.

* * *

The Company may cancel this binder by notice to the insured in accordance with policy conditions. The binder is cancelled when replaced by a policy. . . .

The binder is replaced by a policy at the time the vehicle is actually added to the policy. The binder also states: "This binder is issued to extend coverage in the above-named company per expiring policy NO: 30-SC-762345 (quote 1432870)". The Buick was added to the existing policy and an "Endorsement Policy Declarations" was created on March 10, 2011. Therefore, the binder was cancelled as of March 10, 2011 and the Buick was covered under the policy that had been issued on February 13, 2011.

On February 25, 2011, Permanent General issued a Notice of Cancellation to Karen Givens advising that if the \$90.96 premium installment was not paid by March 16, 2011, the policy would be cancelled as of that day. Because Karen Givens failed to pay the premium by March 16, 2011, the policy covering the Ford and the Buick cancelled. The accident occurred on March 19, 2011, after the cancellation.

On March 23, 2011, Karen Givens called Permanent General to have the policy reinstated, but did not report the accident. After obtaining information for Kayla Givens and determining that she should be added as a household driver, Permanent General agreed to reinstate the policy upon payment of the \$90.96 that was owed from the original premium before the Buick was added to the policy. Permanent General was not aware of the accident at that time. Karen Givens paid the \$90.96 and the policy was reinstated on March 29, 2011. The Reinstatement Notice provided: "[T]here is no coverage for losses occurring between the cancellation date and the reinstatement date" Neither Karen nor Kayla Givens ever made any other payments toward the policy premium and the policy was cancelled – again – on April 19, 2011. Neither Karen nor Kayla Givens ever paid for coverage on the Buick.

Permanent General is entitled to summary judgment because there is no disputed issue of material fact that the policy was cancelled on March 16, 2011, and there is no coverage under the Permanent General policy for the accident on March 19, 2011. South Carolina Code § 56-10-280 permits cancellation of insurance contracts or policies within the first sixty days under certain circumstances. One such circumstance is when "the insured fails to pay when due the premium for the policy, an installment of the premium, or an installment payment under a premium service contract" S.C. Code § 56-10-280(A)(4). If the policy is cancelled for failure to pay the premium or an installment, "[t]he contract or policy of insurance must remain

in effect for at least thirty days.” S.C. Code § 56-10-280(A)(4). Because the policy issued by Permanent General was in effect for thirty days before it was cancelled on March 16, 2011 for non-payment, Permanent General complied with § 56-10-280 and there was no coverage for the March 19, 2011 accident.

The statute requires that the “contract” or “policy” remain in effect for at least thirty days. S.C. Code § 56-10-280(A)(4). Where a statute is clear and unambiguous, there is no room for construction and the terms of the statute must be given their literal meaning. *Duke Power Co. v. South Carolina Tax Comm’n*, 292 S.C. 64, 66, 354 S.E.2d 902, 903 (1987) (citation omitted). In construing a statute, words must be given their plain and ordinary meaning without resort to subtle or forced construction for the purpose of limiting or expanding its operation. *Ex parte State ex rel. Wilson*, 391 S.C. 565, 577, 707 S.E.2d 402, 408 (2011) (citation omitted). The court “must respect the General Assembly’s use of distinct terms” in a statute. *Id.* “The legislature is presumed to have fully understood the meaning of the words it used in a statute” and intended to use them in their ordinary and common meaning. *Rorrer v. P.J. Club, Inc.*, 347 S.C. 560, 569, 556 S.E.2d 726, 731 (Ct. App. 2001) (citation omitted).

The addition of an automobile to an existing insurance policy is a “change” to the existing policy and does not create a new policy. *See Smith v. South Carolina Ins. Co.*, 350 S.C. 82, 564 S.E.2d 358 (Ct. App. 2002) (“We hold that the addition of a new vehicle is a “change” to an existing policy as contemplated by § 38-77-350(C) and thus a new offer of UIM is not mandated.”) The Buick was added as an additional vehicle to Karen Givens’ existing insurance policy. Karen and Kayla Givens chose this option over purchasing a new policy from another insurer in order to save money. The binder states that it merely “extends” coverage under the existing policy to include the additional vehicle. Moreover, the binder cancelled the moment the

Buick was in fact added to the policy on March 10, 2011. Then, because Karen Givens failed to pay her premium installment on time, the policy cancelled on March 16.

The statute does not require that every vehicle be insured for thirty days. Because the addition of a vehicle to an existing policy does not create a new "contract" or "policy", the thirty day period does not reset every time a vehicle is added to the policy by an endorsement or amendment. If the General Assembly wanted to require that every vehicle be insured for thirty days, it could have done so. However, it did not. The plain terms of the statute require that the "policy" or "contract" remain in effect for thirty days. Karen Givens applied for and Permanent General issued a policy of insurance on February 13, 2011. The policy cancelled on March 16, 2011 for failure to pay the premium, thirty-one days after it was issued.

The Court also notes that Defendants now seek coverage for the Buick even though neither Karen nor Kayla Givens ever paid for the increased premium resulting from adding the Buick to the policy. The \$90.96 that was paid after the accident to reinstate the policy represented the premium that was already owed for the Ford Taurus and that should have been paid by March 12, 2011. After the policy was reinstated, the Defendants never paid the increased premium representing the addition of the Buick. Therefore, they never paid any money for coverage on the Buick. Ignoring this fact, Defendants want a windfall in the form of coverage that they never paid for because they added the Buick to an existing policy for which they ultimately also failed to pay. If Kayla Givens had obtained coverage under a new policy, she would have had to make an initial premium payment. However, by adding the Buick to the existing Permanent General policy, she avoided the initial premium payment. Even after the accident, when the increased premium became due, Defendants never paid that payment. Defendants should not receive the benefit of a bargain for which they never paid.

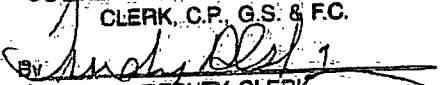
For the reasons stated above, Plaintiff Permanent General's Motion for Summary Judgment is **GRANTED** because there is no genuine issue as to any material fact there was no coverage in effect at the time of the accident on March 19, 2011. Accordingly, Defendants' Motion for Summary Judgment is **DENIED**.

IT IS SO ORDERED.


The Honorable Michael G. Nettles

14 day of June, 2012

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., G.S. & F.C.

BY 
DEPUTY CLERK

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Permanent General Assurance Company,

Plaintiff,

vs.,

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2011-CP-10-4867

ORDER

BY
JULIE J. ARNOLD
CLERK OF COURT
2012 DEC 31 AM 9:59

This matter came before the Court for a hearing on Thursday, November 29, 2012, on the Defendants' Motion to Reconsider the Order Granting the Plaintiff's Motion for Summary Judgment and denying the Defendants' cross Motion for Summary Judgment which was entered on June 19, 2012. The court incorporates by reference the statement of facts from its June 14, 2012, Order.

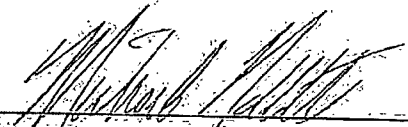
The Defendants raised eight (8) points in their motion including that the applicable statute, S.C. Code Ann. §56-10-280(A)(4), requires insurance on the Buick Century that was added to the policy after inception for a minimum of thirty (30) days or, that the Permanent General policy required a minimum of thirty (30) days of coverage on the Buick automobile because it was a "newly acquired auto." Additionally, the Defendants sought modification of the June 19, 2012, Order because the Defendants contend that they were not given the opportunity to pay the additional premium required for the Buick automobile and the fact that the premium was not paid does not mean that they were seeking coverage for which they had not paid.

The Court finds that all of the eight (8) arguments made in the motion to reconsider were arguments that were made by the Defendants in support of their motion for summary judgment. Defendants have not shown any new evidence or new law applicable to the circumstances of this

dispute that would cause the Court to reconsider its prior Order. Therefore, for the reasons set out in the June 14, 2012, Order, Permanent General Assurance Corporation properly denied coverage for this claim.

Accordingly, the Defendants' Motion to Reconsider is **DENIED**.

IT IS SO ORDERED.



The Honorable Michael G. Nettles

13 day of December, 2012

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2011-CP-10-_____

Permanent General Assurance Company,

Plaintiff,

vs:

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,

Defendants.

SUMMONS

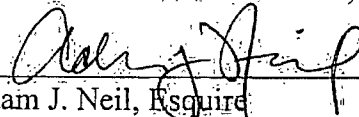
2011 JUL 11 PM 2:50
JUL 11 AM 11:00
CLERK OF COURT

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Complaint upon the subscribers at 4406-B Forest Drive, Post Office Box 6648, Columbia, South Carolina 29260 within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff(s) will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

This the 7 day of July, 2011, in Columbia, South Carolina.

MURPHY & GRANTLAND, P.A.



Adam J. Neil, Esquire

Ashley B. Stratton, Esquire

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Columbia, South Carolina 29260

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2011-CP-10-4867

Permanent General Assurance Company,
Plaintiff,

vs.

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,
Defendants.

COMPLAINT
(Declaratory Judgment)
(Non-Jury)

FILED
JULIE J. ARISTON
CLERK OF COURT
2011 JUL 11 PM 2:50

The Plaintiff Permanent General Assurance Company, complaining of the Defendants herein, would respectfully show unto this Honorable Court:

1. Permanent General Assurance Company is a corporation organized and existing under the laws of the State of Ohio with its principal place of business in Ohio.
2. Upon information and belief, the Defendants Karen D. Givens, individually and as Personal Representative of the Estate of E. Cierra Givens, and Kayla Givens are citizens and residents of Charleston County, South Carolina.
3. This Honorable Court has jurisdiction over the parties and the subject matter herein set forth. A justiciable controversy exists between the parties.
4. Permanent General Assurance Company issued the policy of automobile liability insurance to Karen D. Givens on February 13, 2011. The policy number was SC 7623245. After the policy was incepted on February 13, 2011, Karen D. Givens added a 2004 Buick Century as an insured vehicle on February 21, 2011.
5. On February 21, 2011, a bill was sent to Karen D. Givens for \$90.96. This amount represented the increased premium based on the addition of the new vehicle. On February 25, 2011, Permanent General Assurance Company sent Karen D. Givens a notice of cancellation

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indicating that if the \$90.96 was not paid by March 16, 2011, the policy would be canceled on that date. When Karen D. Givens failed to send her payment by March 16, 2011, the policy was canceled March 16, 2011.

6. Upon information and belief, on or about March 19, 2011, Kayla Givens was operating an automobile on Wadmalaw Street in Johns Island, South Carolina, in which E. Cierra Givens was riding as a passenger. The 2004 Buick Century operated by Kayla Givens was involved in an accident in which E. Cierra Givens sustained fatal injuries. As a result of the accident, Karen D. Givens has made a claim against Permanent General Assurance Company under policy number SC 7623245.

7. Permanent General Assurance Company would show that its policy was properly cancelled prior to the accident involving Kayla Givens and E. Cierra Givens and, therefore, the policy does not provide any coverage for any claim which may be brought against policy number SC 7623245 on account of the accident.

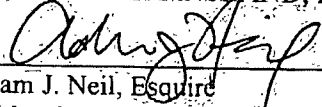
8. Permanent General Assurance Company is informed and believes that it is entitled to a declaration that the policy of insurance issued to Karen D. Givens was properly canceled prior to the accident of March 19, 2011, therefore, the policy does not provide any coverage for any claim made by Karen D. Givens as Personal Representative of the Estate of E. Cierra Givens.

WHEREFORE, Permanent General Assurance Company prays that this Honorable Court inquire into these matters and declare that the policy issued by Permanent General Assurance Company to Karen D. Givens does not provide coverage for the accident mentioned above, for costs of this action, and for such other and further relief as the Court may deem just and proper.

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P. 2

Respectfully submitted,

MURPHY & GRANTLAND, P.A.


Adam J. Neil, Esquire

Ashley B. Stratton, Esquire

P.O. Box 6648

Columbia, South Carolina 29260

(803) 782-4100

Attorneys for Plaintiff

Columbia, South Carolina
July 8, 2011

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF ENRIQUA CIERRA GIVENS

CASE NUMBER 2011ES100956

CERTIFICATE OF APPOINTMENT

This is to certify that

KAREN GIVENS

is/are the duly qualified

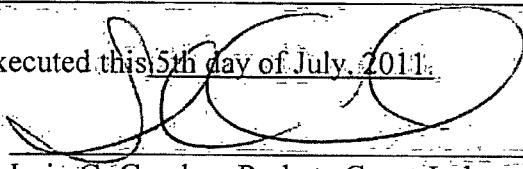
X PERSONAL REPRESENTATIVE(S)
 GUARDIAN
 CONSERVATOR
 TRUSTEE(S)
 SPECIAL ADMINISTRATOR

in the matter and that this appointment, having been executed on the
5th day of July, 2011 is now in full force and effect, including authorization to receive all
monies, income principal, interest & dividends of and belonging to said estate.

Restrictions:

None

Executed this 5th day of July, 2011.


Irvin G. Condon, Probate Court Judge
By Estate Clerk

Do not accept a copy of this certificate without
the raised seal of the Probate Court.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2011-CP-10-4867

Permanent General Assurance Company,

Plaintiff,

vs.

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,

Defendants.

AMENDED COMPLAINT
(Declaratory Judgment)
(Non-Jury)

The Plaintiff Permanent General Assurance Company, complaining of the Defendants herein, would respectfully show unto this Honorable Court:

1. Permanent General Assurance Company is a corporation organized and existing under the laws of the State of Ohio with its principal place of business in Ohio.

2. Upon information and belief, the Defendants Karen D. Givens, individually and as Personal Representative of the Estate of E. Cierra Givens, and Kayla Givens are citizens and residents of Charleston County, South Carolina.

3. This Honorable Court has jurisdiction over the parties and the subject matter herein set forth. A justiciable controversy exists between the parties.

4. Permanent General Assurance Company issued the policy of automobile liability insurance to Karen D. Givens on February 13, 2011. The policy number was SC 7623245. After the policy was incepted on February 13, 2011, Karen D. Givens added a 2004 Buick Century as an insured vehicle on February 21, 2011.

5. On February 21, 2011, a bill was sent to Karen D. Givens for \$90.96. This amount represented the original policy premium. No new bill was sent to Ms. Givens based on the addition of the new vehicle. On February 25, 2011, Permanent General Assurance Company sent

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P. 1

Karen D. Givens a notice of cancellation indicating that if the \$90.96 was not paid by March 16, 2011, the policy would be canceled on that date. When Karen D. Givens failed to send her payment by March 16, 2011, the policy was canceled March 16, 2011.

6. Upon information and belief, on or about March 19, 2011, Kayla Givens was operating an automobile on Wadmalaw Street in Johns Island, South Carolina, in which E. Cierra Givens was riding as a passenger. The 2004 Buick Century operated by Kayla Givens was involved in an accident in which E. Cierra Givens sustained fatal injuries. As a result of the accident, Karen D. Givens has made a claim against Permanent General Assurance Company under policy number SC 7623245.

7. Permanent General Assurance Company would show that its policy was properly cancelled prior to the accident involving Kayla Givens and E. Cierra Givens and, therefore, the policy does not provide any coverage for any claim which may be brought against policy number SC 7623245 on account of the accident.

8. Permanent General Assurance Company is informed and believes that it is entitled to a declaration that the policy of insurance issued to Karen D. Givens was properly canceled prior to the accident of March 19, 2011, therefore, the policy does not provide any coverage for any claim made by Karen D. Givens as Personal Representative of the Estate of E. Cierra Givens.

WHEREFORE, Permanent General Assurance Company prays that this Honorable Court inquire into these matters and declare that the policy issued by Permanent General Assurance Company to Karen D. Givens does not provide coverage for the accident mentioned above, for costs of this action, and for such other and further relief as the Court may deem just and proper.

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Respectfully submitted,

MURPHY & GRANTLAND, P.A.


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Columbia, South Carolina
August 2, 2011

AN
p. 3

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No.: 2011-CP-10-4867

Permanent General Assurance Company,

Plaintiff,

Vs.

ANSWER AND COUNTERCLAIM

Karen D. Givens, individually and as
Personal Representative of the Estate
Of E. Cierra Givens, and Kayla Givens,

Defendants.

Defendants, above named, answering the Plaintiff's Amended Complaint, allege as follows:

FOR A FIRST DEFENSE

1. Defendants deny each and every allegation of Plaintiff's Amended Complaint unless specifically admitted herein.
2. Defendants admit paragraphs 1 and 2 of Plaintiff's Amended Complaint.
3. Responding to paragraph 3 of Plaintiff's Amended Complaint, Defendants admit that this court has personal and subject matter jurisdiction over the parties in this case, but Defendants deny the remainder of said paragraph, and deny that a *justiciable* controversy exists between the parties. The Plaintiff is liable to Defendants under the terms and conditions of the subject policy of insurance, as set forth herein.
4. Responding to paragraph 4 of Plaintiff's Amended Complaint, Defendants admit that Plaintiff issued a policy of liability insurance to Karen D. Givens

after she purchased a 1999 Ford Taurus automobile on February 13, 2011. However, Defendants allege further that on February 21, 2011, it was Plaintiff that determined how the 2003 Buick Century automobile was to be insured.

5. Defendants admit that part of paragraph 5 of Plaintiff's Amended Complaint which states that the premium of \$90.96 represented the policy premium for the first vehicle (the 1999 Ford Taurus) purchased on February 13, 2011, and that no new bill was sent to Ms. Givens based on the addition of the new vehicle (the 2003 Buick century) purchased on February 21, 2011. Defendants are without information or knowledge sufficient to form a belief as to the remainder of said paragraph and deny the same.
6. Defendants admit paragraph 6 of Plaintiff's Amended Complaint which states that E. Cierra Givens, the daughter of defendant Karen D. Givens, sustained fatal injuries in an accident while riding as a passenger in the 2003 Buick Century on March 19, 2011.
7. Defendants deny paragraphs 7 and 8 of Plaintiff's Amended Complaint and allege further that Plaintiff is obligated to provide insurance coverage to Defendants under the terms and conditions of the subject policy pursuant to the provisions of South Carolina Code Ann. §56-10-280(A)(Supp. 2009), which states with regard to automobile liability insurance that, "[T]he contract or policy of insurance must remain in effect for at least thirty days." Since Karen D. Givens purchased the 2003 Buick Century on February 21, 2011, and Plaintiff issued its binder of insurance coverage on said vehicle, Plaintiff must provide insurance coverage on the Buick Century to Defendants for thirty days, or at least until March 24, 2011.

FOR A SECOND DEFENSE AND BY WAY OF COUNTERCLAIM
(Declaratory Judgment)

8. Karen D. Givens purchased a 1999 Ford Taurus at a used car dealership in North Charleston, South Carolina on February 13, 2011. At the time of the purchase, Plaintiff issued Karen D. Givens a policy of automobile insurance providing state minimum liability and property damage coverage on the 1999 Ford Taurus. Karen D. Givens provided Plaintiff with a down payment on said policy.
9. On February 21, 2011, Karen D. Givens purchased a 2003 Buick Century from the same dealership. Karen D. Givens contacted Plaintiff to insure the 2003 Buick. Plaintiff agreed to insure the 2003 Buick, issued its 30 day binder, and made its own decision to add the Buick to the insurance policy written on February 13, 2011 for the 1999 Ford. While Plaintiff was prepared to pay a down payment for insuring the 2003 Buick, Plaintiff advised Karen D. Givens that since the March 2011 premium invoice had already been prepared, no premium payment would be due on the Buick until April, 2011, at which time the premium payment for the Buick would be pro-rated and invoiced along with the April premium payment for the Ford Taurus.
10. On February 21, 2011, Plaintiff provided Defendants its insurance "binder" extending insurance coverage in writing on the 2003 Buick "effective February 21, 2011 and expiring on March 24, 2011."
11. On February 25, 2011, Plaintiff mailed out an invoice to Karen Givens for only \$90.96 representing the monthly premium payment due for the 1999 Ford Taurus. The monthly premium payment was due on March 16, 2011.

12. E. Cierra Givens, the 17 year old daughter of Karen D. Givens, sustained fatal injuries in a single car accident while riding as a passenger in the 2003 Buick Century on March 19, 2011.
13. Karen D. Givens has made due demand upon the Plaintiff for insurance coverage upon the 2003 Buick Century as a result of said collision in the form of the limits of liability and property damage under the terms and conditions of the subject policy of automobile insurance.
14. Plaintiff has failed and refused to pay any benefits due Defendants under the terms of the subject policy and continues to fail and refuse to do so, despite due demand.
15. Defendants are entitled to a declaration that Plaintiff is obligated to provide coverage to Defendants under the terms and conditions of the subject insurance policy, along with pre-judgment interest from the date of demand. Since Karen D. Givens purchased the 2003 Buick Century on February 21, 2011, and Plaintiff bound coverage upon that vehicle, Plaintiff must provide insurance coverage on the Buick Century to Defendants at least through March 23, 2011 pursuant to the provisions of South Carolina Code Ann. §56-10-280(A)(Supp. 2009), which states that, "[T]he contract or policy of insurance must remain in effect for at least thirty days."

**FOR A THIRD DEFENSE AND BY WAY OF COUNTERCLAIM
(ATTORNEY'S FEES)**

16. Defendants re-allege paragraphs 8 through 15 of this Answer and Counterclaim as if specifically set forth herein.

17. Defendants have suffered a loss, have been damaged and have made a claim which is covered by the subject insurance policy. Defendants have made a demand for payment of their claim more than ninety days ago.
18. The Plaintiff's refusal to pay Defendants' claim is without reasonable cause, or is in bad faith. As a direct and proximate result of Plaintiff's unreasonable and bad faith refusal to pay, Plaintiff is obligated to pay Defendants a reasonable amount of attorney's fees for the prosecution of this case against Plaintiff pursuant to South Carolina Code Ann. § 38-59-40 (Supp. 2009).

FOR A FOURTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Breach of Contract)

19. Defendants re-allege paragraphs 8 through 18 of this Answer and Counterclaim as if specifically set forth herein.
20. Plaintiff and Defendant Karen D. Givens had a contract of automobile insurance which was issued on February 13, 2011, and amended on February 21, 2011, which insurance policy was to provide Defendants with liability and property damage coverage.
21. Following the March 21, 2011 fatal accident, which resulted in the death of E. Cierra Givens, Plaintiff has failed and refused to provide Defendants with the insurance benefits as stated in said policy.
22. As a direct and proximate result of the Plaintiff's breach of said policy of insurance coverage, Defendants have been injured and damaged in an amount of actual and consequential damages as may be found by the trier of fact, plus pre-judgment interest from the date of demand.

WHEREFORE, Defendants pray judgment of this court as follows:

1. For an order declaring that Plaintiff is obligated to provide coverage to Defendants under the terms and conditions of the subject insurance policy along with pre-judgment interest from the date of demand; and
2. For an order granting Defendants a reasonable amount of attorney's fees; and
3. For an order granting Defendants an amount of actual and consequential damages as the trier of fact may find, along with pre-judgment interest from the date of demand; and
4. For such other and further relief as the court deems just and proper.

SOLOMON BUDMAN & STRICKER, LLP



By: Donald J. Budman
One Poston Rd., Ste. 315
P.O. Box 30280
Charleston, SC 29417
843-763-1118
ATTORNEYS FOR DEFENDANTS

Charleston, South Carolina
August 16, 2011

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2011-CP-10-4867

Permanent General Assurance Company,

Plaintiff,

vs.

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,

Defendants.

**PLAINTIFF'S ANSWER TO DEFENDANTS'
COUNTERCLAIM**

**TO: DONALD J. BUDMAN, ESQUIRE, ATTORNEY FOR DEFENDANTS, AND TO
THE DEFENDANTS ABOVE NAMED:**

The Plaintiff, answering the Defendants' Counterclaim herein, would respectfully show unto the
Court that:

FOR A FIRST DEFENSE

1. The Plaintiff incorporates by reference herein all of the allegations set forth in the Amended Complaint filed in this matter on August 4, 2011. All allegations in Defendants' Counterclaim contrary to or inconsistent therewith are hereby denied. Further, the Plaintiff denies each and every allegation of the Defendants' Counterclaim not hereinafter specifically admitted.

2. Paragraphs 1-7 appear to constitute the Defendants' response to the Plaintiff's Amended Complaint. Accordingly, no response to Paragraphs 1-7 is required. To the extent that the allegations of Paragraphs 1-7 are contrary to or inconsistent with the allegations of the Amended Complaint referenced above, they are denied.

3. In response to Paragraph 8, the Plaintiff admits all allegations of Paragraph 8 except that the Plaintiff was paid a down payment for the subject policy by Karen Givens. That allegation is denied.

4. The Plaintiff admits, upon information and belief, that on February 21, 2011, Givens purchased a 2003 Buick Century from an automobile dealership and that she requested that the Plaintiff insured said vehicle. As a result, Plaintiff added the 2003 Buick Century to a policy of insurance already issued and in existence as of that date. The Plaintiff denies issuing a thirty (30) day binder to Givens. Plaintiff further denies advising Givens that no premium was due on the policy for coverage to the 2003 Buick until April 2011. Any and all remaining allegations of Paragraph 9 are denied.

5. Paragraph 10 is denied.

6. Paragraphs 11 and 12 are admitted.

7. Responding to Paragraph 13, Plaintiff admits that Givens has demanded insurance coverage from the subject insurance policy. However, Plaintiff denies that such benefits are due to the Defendant because the policy of insurance was effectively cancelled prior to the automobile accident giving rise to the claim.

8. In response to Paragraph 14, Plaintiff admits that it has not paid any benefits to the Defendants despite being demanded to do so. However, Plaintiff contends that no benefits are due because the policy was properly cancelled prior to the accident giving rise to the claim.

9. Paragraph 15 is denied.

10. In response to Paragraph 16, the Plaintiff repeats and re-alleges each and every one of the proceeding paragraphs as if set forth verbatim herein.

11. Paragraphs 17 and 18 are denied.

12. In response to Paragraph 19, the Plaintiff repeats and re-alleges each and every one of the proceeding paragraphs as if set forth verbatim herein.

13. In response to Paragraph 20, the Plaintiff admits issuing a policy of insurance to Karen Givens on February 13, 2011, and that a second vehicle was added to the policy on or about February 21, 2011. Plaintiff further admits that the policy provided liability and property damage coverage.

14. In response to Paragraph 21, Plaintiff admits that it has not paid any benefits to the Defendant because no benefits are due. The policy was cancelled prior to the automobile accident giving rise to the claim.

15. Paragraph 22 is denied.

16. Defendants' prayer for relief (the "Wherefore") including all sub-paragraphs is denied.

FOR A SECOND DEFENSE

17. The Plaintiff would show, upon information and belief, that the Counterclaim fails to state facts sufficient to constitute a cause of action pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure and, therefore, the Defendants' Counterclaim should be dismissed with costs.

FOR A THIRD DEFENSE

18. The Plaintiff is without proper standing to assert any cause of action against this Defendant.

FOR A FOURTH DEFENSE

19. The Plaintiff alleges that no contract exists between the Plaintiff and the Defendant at all times relevant to this Complaint. No breach of any contract occurred and no claim for breach of contract against the Plaintiff exists.

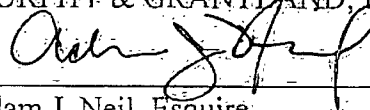
FOR A FIFTH DEFENSE

20. The Third-Party Plaintiff claims against Third-Party Defendant are barred in whole or in part, in that the Third-Party Plaintiff has failed to mitigate its damages, if any, which are specifically denied.

WHEREFORE, having fully answered, the Plaintiff prays that the Defendants' Counterclaim be dismissed with costs.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.



Adam J. Neil, Esquire

Ashley B. Stratton, Esquire

P.O. Box 6648

Columbia, South Carolina 29260

(803) 782-4100

Attorneys for Plaintiff

Columbia, South Carolina
August 2, 2011

FILED

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

2012 FEB -6 PM 2: 55

CIVIL ACTION NO: 2011-CP-10-4867

Permanent General Assurance Company,

JULIE J. ARMSTRONG
CLERK OF COURT

BY _____
Plaintiff,

vs.

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,

Defendants.

MOTION FOR SUMMARY JUDGMENT

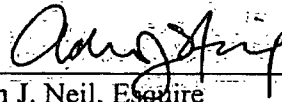
**TO: DONALD J. BUDMAN, ESQUIRE, ATTORNEY FOR DEFENDANTS, AND TO
THE DEFENDANTS ABOVE NAMED:**

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for the Plaintiff, Permanent General Assurance Company, will move before the presiding judge of the Charleston County Court of Common Pleas at the Charleston County Courthouse at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may conveniently be heard, for an Order granting summary judgment in favor of the Plaintiff, Permanent General Assurance Company, on the grounds that the insurance policy which was issued to Karen Givens was properly cancelled on March 16, 2011, prior to the automobile accident involving her daughter which occurred on March 19, 2011. Accordingly, there is no insurance coverage available for any claim that may be asserted under that policy. There is no dispute of material fact in this case and Permanent General is entitled to judgment as a matter of law.

This Motion is made pursuant to Rule 56 of the South Carolina Rules of Civil Procedure and will be supplemented and supported by such affidavits, depositions, discovery responses, memoranda of law, and such other documents as appropriate.

[Signature on following page]

MURPHY & GRANTLAND, P.A.



Adam J. Neil, Esquire

Ashley B. Stratton, Esquire

P.O. Box 6648

Columbia, South Carolina 29260

(803) 782-4100

Attorneys for Plaintiff

Columbia, South Carolina
February 3, 2012

STATE OF SOUTH CAROLINA

) COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT

COUNTY OF CHARLESTON

) Case No.: 2011-CP-10-4867

Permanent General Assurance Company,

Plaintiff,

) DEFENDANT'S NOTICE OF
) MOTION AND MOTION FOR
) SUMMARY JUDGMENT

Vs.

Karen D. Givens, individually and as
Personal Representative of the Estate
Of E. Cierra Givens, and Kayla Givens,

Defendants.

2012 FEB 22 PM 3:08
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

FILED

TO: PLAINTIFF NAMED ABOVE:

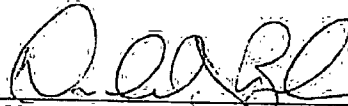
PLEASE TAKE NOTICE that the undersigned will move before the presiding judge of the Court of Common Pleas, at the Charleston Count Judicial Center, 100 Broad Street, Charleston, South Carolina, in a courtroom to be determined, 10 days after service hereof, or as soon thereafter as counsel may be heard, for an order granting defendant, Karen Givens summary judgment in this case, as there are no genuine issues as to any material fact. The undisputed facts set forth below show that the defendant, Karen Givens is entitled to judgment as a matter of law.

1. Plaintiff gave notice of cancellation of the subject insurance policy before the endorsement was issued covering the Buick, which was involved in the fatal collision. Therefore the notice of cancellation could not have pertained to the Buick;
2. The expiration date on the defendant's insurance binder covering the Buick states that it is effective until March 24, 2011 and the fatal collision was on March 19, 2011.
3. The plaintiff gave defendant at least 4 different expiration dates on the policy covering the Buick automobile.
4. The plaintiff failed to provide the lienholder with correct notice of the cancellation of the subject insurance policy, rendering cancellation null and void.
5. The plaintiff failed to provide defendant with a liability insurance policy covering the Buick for at least 30 days as required by South Carolina Code Ann. §56-10-280(A)(Supp. 2010).

6. Plaintiff is obligated to pay Defendants a reasonable amount of attorney's fees for the prosecution of this case against Plaintiff pursuant to South Carolina Code Ann. § 38-59-40 (Supp. 2009). This claim was submitted to plaintiff who allowed more than 90 days to transpire without accepting or denying liability. Rather than advising defendants that it was not accepting liability on the death claim, plaintiff filed and served this Declaratory Judgment lawsuit.

This motion is based upon Rule 56, SCRPC and shall be supported by such affidavits and memoranda as the court may require. Please be present if so minded.

SOLOMON BUDMAN & STRICKER, LLP

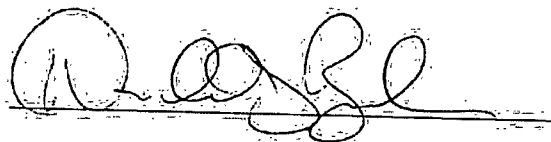


By: Donald J. Budman
One Poston Rd., Ste. 315
P.O. Box 30280
Charleston, SC 29417
843-763-1118
ATTORNEYS FOR DEFENDANTS

Charleston, South Carolina
February 20, 2012

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14th day of February, 2012, I served a copy of the within Notice of Motion and Motion for Summary Judgment upon counsel for Plaintiff by placing the same in United States mail, to his last known address with sufficient postage attached, in accordance with the applicable Rules of Civil Order.



) COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT

) Case No.: 2011-CP-10-4867

) DEFENDANT'S AMENDED
) NOTICE OF MOTION AND
) AMENDED MOTION FOR
) SUMMARY JUDGMENT

)

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JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

days from the date of acquisition (i.e. until March 24, 2011) or the date the policy subsequently is cancelled unless the Plaintiff agreed in writing to a further extension of coverage. On February 21, 2011, plaintiff agreed in writing to a further extension of coverage in the form of a "Binder" or "Temporary Insurance Contract" which specifically states, "This binder is issued to **extend** coverage in the above named company per expiring policy No 30-SC-7623245." The date of expiration on the binder is listed as March 24, 2011.

2. Plaintiff gave notice of cancellation of the subject insurance policy before the March 10, 2011 endorsement was issued adding the 2003 Buick to the policy. The Buick was involved in the fatal collision on March 19, 2011. Therefore, the notice of cancellation could not have pertained to the 2003 Buick. The notice of cancellation made no mention of the cancellation of the binder covering the Buick. The March 10, 2011 endorsement made no mention of the previously issued notice of cancellation. In fact, the endorsement advised defendant that she would be receiving a *separate* invoice for the 2003 Buick in the near future. Nothing on the March 10, 2011 endorsement indicates that coverage on the 2003 Buick would be expiring in 6 days. If the endorsement granting coverage to the Buick was mailed to defendant, she would have received it around the same time that Plaintiff was cancelling the coverage on the Buick;
3. The plaintiff gave defendant at least 4 different expiration dates on various documents indicating coverage on the 2003 Buick automobile.
4. The plaintiff failed to provide defendant with a liability insurance policy covering the Buick for at least 30 days as required by South Carolina Code Ann. §56-10-280(A)(Supp. 2010).
5. Plaintiff is obligated to pay Defendants a reasonable amount of attorney's fees for the prosecution of this case against Plaintiff pursuant to South Carolina Code Ann. § 38-59-40 (Supp. 2009). This claim was submitted to plaintiff who allowed more than 90 days to transpire without accepting or denying liability. Rather than advising defendants that it was not accepting liability on the death claim, plaintiff filed and served this Declaratory Judgment lawsuit.

This amended motion is based upon Rule 56, SCRCP and shall be supported by such affidavits and memoranda as the court may require. Please be present if so minded.

SOLOMON BUDMAN & STRICKER, LLP

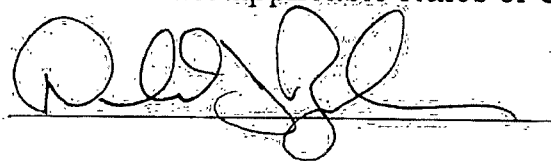


By: Donald J. Budman
One Poston Rd., Ste. 315
P.O. Box 30280
Charleston, SC 29417
843-763-1118
ATTORNEYS FOR DEFENDANT
KAREN GIVENS

Charleston, South Carolina
February 29, 2012

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of February, 2012, I served a copy of the within Amended Notice of Motion and Amended Motion for Summary Judgment upon counsel for Plaintiff by placing the same in United States mail, to his last known address with sufficient postage attached, in accordance with the applicable Rules of Civil Order.



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
) Case No.: 2011-CP-10-4867

Permanent General Assurance Company,
Plaintiff,

)
) DEFENDANTS' NOTICE OF
) MOTION AND MOTION TO
) AMEND OR ALTER
) JUDGMENT (RULE 59e SCRCP)

Vs.

Karen D. Givens, individually and as
Personal Representative of the Estate
of E. Cierra Givens, and Kayla Givens,

Defendants.

2012 JUL -2 PM 2:07
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

TO: PLAINTIFF NAMED ABOVE:

PLEASE TAKE NOTICE that the undersigned will move before the Hon. Michael G. Nettles, Judge of the Court of Common Pleas, at the Charleston Count Judicial Center, 100 Broad Street, Charleston, South Carolina, in a courtroom to be determined, or at such other place as may be directed by the court, 10 days after service hereof, or as soon thereafter as counsel may be heard, for an order granting defendants amendments or alterations to the final Order filed in this case on June 19, 2012, and received by the undersigned on June 25, 2012, which changes should result in judgment for defendants. Defendants pray that the court amend or alter the following assignments of error, reserving unto defendants all rights to appeal any and all other issues contained in the final Order:

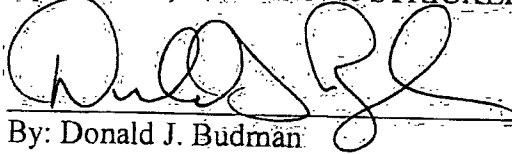
1. The court erred in finding that there is no genuine issue of material fact and no liability insurance coverage available to defendant under Permanent General Policy #30-SC-762345.

2. The court erred in construing S.C. Code §56-10-280(A) (4), and finding that coverage on the subject Buick automobile could be cancelled with less than 30 days of liability coverage.
3. The court failed to consider that the Buick was a “newly acquired vehicle” as defined under the terms of the subject insurance policy and that liability insurance coverage on that vehicle was to be extended for at least 30 days from the date that vehicle was purchased, or until March 24, 2011.
4. The court failed to consider that Permanent General never sent Karen Givens a premium invoice for liability insurance coverage on the Buick, yet claims defendant wants a “windfall in the form of coverage she never paid for,” and that “Defendants should not receive the benefit of a bargain for which they never paid.” Because Permanent General never billed Karen Givens for adding the Buick on the liability insurance policy, it should not be allowed to cancel liability coverage upon the Buick for non-payment of premium in less than 30 days.
5. The court failed to rule on the issue of whether the defendants were entitled to an award of reasonable attorney’s fees pursuant to S.C. Code §38-59-40 (1976).
6. The court failed to consider that Permanent General gave conflicting notices of cancellation and deadline dates regarding the policy of liability insurance coverage, which conflicts should have been resolved in favor of the insured.
7. The court failed to consider that Permanent General agreed to insure the Buick under policy #30-SC-762345 on the very same day it mailed a Notice of Cancellation to Karen Givens regard the other automobile on the policy, and advising her that the liability insurance policy would be cancelled on March 12,

2011, less than 30 days later. This conflict should have been resolved in favor of the insured. Permanent General should not be allowed to add a vehicle to a policy when a Notice of Cancellation has been issued for that policy.

This motion is based upon Rule 59(e), SCRCP and shall be supported by such memoranda as the court may require. Please be present if so minded.

SOLOMON, BUDMAN & STRICKER, LLP



By: Donald J. Budman
1 Poston Rd., Suite 315
P.O. Box 30280
Charleston, SC 29417
843-763-1118

ATTORNEYS FOR DEFENDANTS

Charleston, South Carolina
June 29, 2012

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of June, 2012, I served a copy of the within Notice of Motion and Motion to Amend or Alter Judgment upon counsel for Plaintiff and Hon. Michael G. Nettles by placing the same in United States mail, to their last known addresses with sufficient postage attached, in accordance with the applicable Rules of Civil Procedure.



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2011-CP-10-4867

Permanent General Assurance Company,

Plaintiff,

vs.

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,

Defendants.

AFFIDAVIT OF ALLISON GARRETSON

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2012 FEB -6 PM 2:55
JULIE J. ARMSTRONG
CLERK OF COURT

COMES NOW, Allison Garretson, after being first duly sworn, deposes and says as follows:

1. I am Allison Garretson. I am over the age of 18 years and I provide the information in this affidavit from my own personal knowledge unless stated otherwise.
2. I am the Vice-President of Underwriting, Premium Finance & Customer Service for Permanent General Assurance Company.
3. I have investigated the transaction and all subsequent communication with Karen Givens as it relates to the purchase, cancellation, reinstatement and second cancellation of policy number SC 7623245 ("The Policy"). That is the policy that was purchased by Karen Givens on February 13, 2011.
4. Karen Givens purchased The Policy via the internet. The Policy insured a 1999 Ford Taurus. Givens made a down payment on The Policy premium at the time she purchased The Policy. (The Policy Application is attached as Ex. A.)
5. On February 21, 2011, Givens was sent a bill for \$90.96, which represented the next installment of the premium. Per the bill, the premium was to be paid by March 12, 2011. (Bill attached as Ex. B.)

6. Also on February 21, 2011, Karen Givens sought to add a Buick Century to The Policy. I am informed that the Buick was purchased that day by her daughter Kayla Givens.

7. On that same day (February 21, 2011), PGAC sent a "binder" to Crazy J's Auto by facsimile. I am informed that Crazy J's Auto is the car dealer who sold the Buick to Kayla. (Binder is attached as Ex. C.)

8. The "conditions" of the binder show that "The binder is cancelled when replaced by a policy." ~~A binder is replaced by a policy at the time that the vehicle is actually added to the~~ policy. This is demonstrated by amending a policy's declarations page to show that the additional vehicle is an insured vehicle.

9. On March 10, 2011, the Buick Century was added to The Policy and an "Endorsement Policy Declarations" was created. (Endorsement Policy Declarations is attached as Ex. D.) As of March 10, 2011, the binder was cancelled because the policy was amended to cover the Buick.

10. On February 25, 2011, Givens was sent a cancellation notice advising that if the \$90.96 was not paid by March 16, 2011, the policy would be cancelled as of that day. (Cancellation Notice and Proof of Mailing attached as Ex. E.)

11. Givens did not make the premium payment by March 16, 2011 and the policy cancelled.

12. On March 23, 2011, Karen Givens called PGAC to have the policy reinstated.

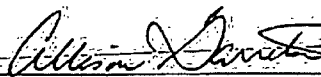
13. After obtaining information on Kayla and determining that she should be added as a "listed driver" on The Policy, PGAC agreed to reinstate The Policy upon payment of the \$90.96 that was owed for the original premium.

14. Karen Givens paid \$90.96 and The Policy was reinstated as of March 29, 2011. The Reinstatement Notice sent to Karen Givens on March 28, 2011 (attached as Ex. F) notified Ms.

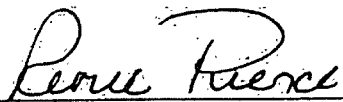
Givens that the policy would not cover any "losses occurring between the cancellation date and the reinstatement date shown above."

15. I am informed that the accident involving Ms. Givens' daughters occurred on March 19, 2011, which was between the date of cancellation and the date of reinstatement.

FURTHER THE AFFIANT SAYETH NOT.


Allison Garretson

S W O R N to and subscribed before me
this 1st day of February, 2012

 (L.S.)

Notary Public for Tennessee

My Commission Expires: 1-6-14



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
Case No: 2011-CP-10-4867

PERMANENT GENERAL
ASSURANCE COMPANY,
Plaintiff,

AFFIDAVIT OF KAREN D. GIVENS

Vs.

KAREN D. GIVENS, individually
and as Representative of the Estate
of E. Cierra Givens and Kayla Givens,
Defendant.

Personally, appeared before me, Karen D. Givens, who after being duly sworn, does
depose and say as follows:

1. I am the defendant in this case.
2. On February 13, 2011, I purchased a 1999 Ford Taurus.
3. I was required to have liability insurance on the Taurus. I set up a policy with Permanent General Assurance Company on the internet at 10:39 p.m. on February 13, 2011. The policy stated limits of \$25,000 in liability coverage and \$25,000 in underinsured motorist coverage.
4. I made a down payment on the insurance and was scheduled to make payments for the insurance in the amount of \$90.96 each month.
5. On February 21, 2011, I went to Crazy J's Auto Express in North Charleston, SC, with my daughter Kayla. She was going to buy a car, too. She selected a 2003 Buick Century. When it came time to discuss finances at the car lot, I agreed to allow Crazy J's to list me as the co-buyer of the Buick. Kayla agreed with me to make all of the payments on the Buick, even though the car was in my name. Knowing that the car needed to have liability insurance coverage, we decided to contact Permanent General. Permanent General quoted us a 6-month premium which was much more than Kayla was planning to pay. The Permanent General representative then suggested that Kayla could save

BY

JULIE J. ARMS, CLERK OF COURT

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hundreds of dollars if we added the Buick on the existing policy with my Ford Taurus. The savings got our attention and we quickly agreed. Even though Kayla was prepared to make a down payment on the new insurance policy, Permanent General told us that it was not necessary. Permanent General told us that the premium on the Buick would not be due until next month, and that we would receive a bill.

6. On February 21, 2011, Permanent General provided us its insurance "binder" providing insurance coverage in writing on the Buick "effective February 21, 2011 and expiring on March 24, 2011." It also provided us with insurance identification cards.
7. I received a notice from Permanent General dated February 25, 2011 warning of cancellation of the policy covering the Taurus if payment was not made by March 16, 2011. The notice only reflected the \$90.96 that was due under the original policy for the Ford Taurus. There was nothing in the February 25, 2011 notice indicating that the payment for insurance on the Buick was due at that time.
8. Because Kayla and I purchased the Buick on February 21, 2011, I understood that I had at least 30 days to pay the monthly insurance premium for the Buick- that would be until March 24, 2012. I offered to make a down payment for the insurance on the Buick, just as I had on the insurance on the Taurus. However, the Permanent General representative told me not to make a payment at that time, and that the premium for the Buick would be billed to me. The binder for insurance on the Buick was issued when we purchased the car. The documentation shows that the Buick was not actually added to the policy by endorsement until March 10, 2012, well after the date of the notice of cancellation for the policy covering the Taurus.
9. On March 19, 2011, the Buick was involved in a serious accident, resulting in the death of my daughter, Cierra Givens. She was 17 years old and was a passenger in the vehicle.
10. On March 28, 2011, I received a notice from Permanent General informing me that the insurance policy I had purchased when I purchased the Taurus,

had been cancelled as of March 16, 2011, and that any payment after March 16th would not be accepted. I was told that I was no longer covered under the policy for the Taurus or the Buick.

11. Before the accident on March 19, 2011, I never received a bill or invoice for a premium from Permanent General regarding the subsequently purchased Buick.

12. I made a claim to Permanent General regarding the death of my daughter requesting the limits of liability coverage on my policy. Permanent General advised me that they were "investigating" the coverage issue. Despite calls from my attorney, I did not hear from Permanent General again until just before Permanent General sued me in this case, over 90 days since I made this claim.

Further Affiant sayeth naught.

Karen D. Givens
KAREN D. GIVENS

Sworn before me this 28th day of February, 2012.

William L. Henderson
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 02/01/2017

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Permanent General Assurance Company,

Plaintiff,

vs.

Karen D. Givens, individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2011-CP-10-4867

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT**

Plaintiff Permanent General Assurance Company (hereinafter Permanent General) submits this Memorandum of Law in support of its Motion for Summary Judgment.

SUMMARY

This declaratory judgment action arises out of an automobile accident that occurred on March 19, 2011, when E. Cierra Givens was riding as a passenger in a Buick Century operated by her sister, Defendant Kayla Givens, that ran off the road and struck a tree. Tragically, Cierra Givens died as a result of injuries sustained in the accident. Defendant Karen Givens, as Personal Representative for the Estate of E. Cierra Givens sought coverage under a policy of automobile liability insurance issued by Permanent General. However, because that policy was cancelled on March 16, 2011 for non-payment of premium, there was no policy of insurance in effect at the time of the accident and Permanent General denied the claim.

FACTS

After receiving a ticket for driving without liability insurance, Karen Givens applied for insurance with Permanent General via the internet on February 13, 2011. (Application p.1, attached as Ex. A; Karen Givens Dep. 14:5-15, excerpts attached as Ex. B). She did not list any other household drivers on the application and the policy covered only Karen's 1999 Ford

Taurus. (Ex. A, pp. 2-3). Givens paid an initial deposit of \$101.20 when she applied for coverage and Permanent General issued a policy of insurance, policy number 30-SC-762345. (Ex. A, p. 1; Karen Givens Dep. 18:7-21).

On February 21, 2011, Givens was sent a bill for \$90.96, which represented the next installment of the premium. According to the bill, the premium was due to be paid by March 12, 2011. (Garretson Aff. ¶ 5, attached as Ex. C; Bill, attached as Ex. D). On that same day, her daughter, Kayla Givens, purchased the Buick from Crazy J's Auto Express. In order to save money, Karen and Kayla Givens elected to add the vehicle to Karen's existing policy rather than obtain a new policy from another insurer. (Kayla Givens Dep. 12:17-21, excerpts attached as Ex. E; Karen Givens Dep. 28:1-24). Permanent General issued an automobile insurance binder providing temporary coverage for the Buick. (Binder, attached as Ex. F). Specifically, the binder provided: "THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM". (Ex. F). The reverse side of the binder provides in relevant part:

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions, and limitations of the policy(ies) in current use by the Company.

* * *

The Company may cancel this binder by notice to the insured in accordance with policy conditions. **The binder is cancelled when replaced by a policy. . . .**

(Ex. F) (emphasis added). Importantly, the binder is replaced by a policy at the time the vehicle is actually added to the policy. (Garretson Aff. ¶ 8). The binder also states: "This binder is issued to extend coverage in the above-named company per expiring policy NO: 30-SC-762345 (quote 1432870)". The Buick was added to the existing policy and an "Endorsement Policy

Declarations” was created on March 10, 2011. (Garretson Aff. ¶ 9; Endorsement Policy Declarations, attached as Ex. G). Therefore, the binder was cancelled as of March 10, 2011 and the Buick was covered under the policy that had been issued on February 13, 2011. (Garretson Aff. ¶ 9).

On February 25, 2011, Permanent General issued a Notice of Cancellation to Karen Givens advising that if the \$90.96 premium installment was not paid by March 16, 2011, the policy would be cancelled as of that day.¹ (Garretson Aff. ¶ 10; Notice of Cancellation, attached as Ex. H). Because Karen Givens failed to pay the premium by March 16, 2011, the policy covering the Ford and the Buick cancelled. (Garretson Aff. ¶ 11). The accident occurred on March 19, 2011, after the cancellation.

On March 23, 2011, Karen Givens called Permanent General to have the policy reinstated, *but did not report the accident*. (Garretson Aff. ¶ 12; Karen Givens Dep. 51:8-12). After obtaining information for Kayla Givens and determining that she should be added as a household driver, Permanent General agreed to reinstate the policy upon payment of the \$90.96 that was owed from the original premium before the Buick was added to the policy. (Garretson Aff. ¶ 13). Permanent General was not aware of the accident at that time. Karen Givens paid the \$90.96 and the policy was reinstated on March 29, 2011. (Reinstatement Notice, attached as Ex. I). The Reinstatement Notice provided: “[T]here is no coverage for losses occurring between the cancellation date and the reinstatement date” (Ex. I). Neither Karen nor Kayla Givens ever made any other payments toward the policy premium and the policy was cancelled – again – on April 19, 2011. *Importantly, neither Karen nor Kayla Givens ever paid a single penny for coverage on the Buick.*

¹ The payment was originally due on March 12, so Givens was provided a four day grace period.

ARGUMENT

South Carolina Code § 56-10-280 permits cancellation of insurance contracts or policies within the first sixty days under certain circumstances. One such circumstance is when “the insured fails to pay when due the premium for the policy, an installment of the premium, or an installment payment under a premium service contract” S.C. Code § 56-10-280(A)(4). If the policy is cancelled for failure to pay the premium or an installment, “[t]he **contract or policy of insurance** must remain in effect for at least thirty days.” S.C. Code § 56-10-280(A)(4) (emphasis added). Because the policy issued by Permanent General was in effect for thirty days before it was cancelled on March 16, 2011 for non-payment, Permanent General complied with § 56-10-280 and there was no coverage for the March 19, 2011 accident.

The statute requires that the “contract” or “policy” remain in effect for at least thirty days. S.C. Code § 56-10-280(A)(4). Where a statute is clear and unambiguous, there is no room for construction and the terms of the statute must be given their literal meaning. *Duke Power Co. v. South Carolina Tax Comm’n*, 292 S.C. 64, 66, 354 S.E.2d 902, 903 (1987) (citation omitted). In construing a statute, words must be given their plain and ordinary meaning without resort to subtle or forced construction for the purpose of limiting or expanding its operation. *Ex parte State ex rel. Wilson*, 391 S.C. 565, 577, 707 S.E.2d 402, 408 (2011) (citation omitted). The court “must respect the General Assembly’s use of distinct terms” in a statute. *Id.* “The legislature is presumed to have fully understood the meaning of the words it used in a statute” and intended to use them in their ordinary and common meaning. *Rorrer v. P.J. Club, Inc.*, 347 S.C. 560, 569, 556 S.E.2d 726, 731 (Ct. App. 2001) (citation omitted).

The addition of an automobile to an existing insurance policy is a “change” to the existing policy and does not create a new policy. *See Smith v. South Carolina Ins. Co.*, 350 S.C.

82, 564 S.E.2d 358 (Ct. App. 2002) (“We hold that the addition of a new vehicle is a “change” to an existing policy as contemplated by § 38-77-350(C) and thus a new offer of UIM is not mandated.”) The Buick was added as an additional vehicle to Karen Givens’ existing insurance policy. Karen and Kayla Givens chose this option over purchasing a new policy from another insurer in order to save money. The binder states that it merely “extends” coverage under the existing policy to include the additional vehicle. Moreover, the binder cancelled the moment the Buick was in fact added to the policy on March 10, 2011. Then, because Karen Givens failed to pay her premium installment on time, the policy cancelled on March 16.

The statute does not require that every vehicle be insured for thirty days. Because the addition of a vehicle to an existing policy does not create a new “contract” or “policy”, the thirty day period does not reset every time a vehicle is added to the policy by an endorsement or amendment. If the General Assembly wanted to require that every vehicle be insured for thirty days, it could have easily done so. However, it did not. The plain terms of the statute require that the “policy” or “contract” remain in effect for thirty days. Karen Givens applied for and Permanent General issued a policy of insurance on February 13, 2011. (Ex. A). The policy cancelled on March 16, 2011 for failure to pay the premium, thirty-one days after it was issued.

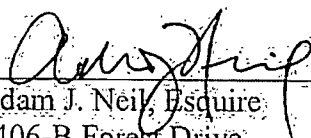
It should not be ignored that Defendants now seek coverage for the Buick even though neither Karen nor Kayla Givens ever paid for the increased premium resulting from adding the Buick to the policy. The \$90.96 that was paid after the accident to reinstate the policy represented the premium that was already owed for the Taurus and that should have been paid by March 12, 2011. After the policy was reinstated, the Defendants never paid the increased premium representing the addition of the Buick. Therefore, they **never** paid any money for coverage on the Buick. Ignoring this fact, Defendants want a windfall in the form of coverage

that they never paid for because they added the Buick to an existing policy which they ultimately also failed to pay for. If Kayla Givens had obtained coverage under a new policy, she would have had to make an initial premium payment. However, by adding the Buick to the existing Permanent General policy, she avoided the initial premium payment. Even after the accident, when the increased premium became due, Defendants never paid that payment. Defendants should not receive the benefit of a bargain that they never paid for.

CONCLUSION

For the set forth herein, Permanent General requests that this court find that there was no coverage in effect at the time of the accident on March 19, 2011. The policy issued on February 13, 2011 was in effect for thirty-one days before it was cancelled for non-payment on March 16, 2011. There is no disputed issue of material fact and therefore Permanent General is entitled to a summary judgment that there the policy was cancelled on March 16, 2011 and there is no coverage under the Permanent General policy for the accident.

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Attorney for Defendant Permanent General
Assurance Corporation

Columbia, South Carolina
May 24, 2012

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) COURT OF COMMON PLEAS
)
) Case No.: 2011-CP-10-4867

Permanent General Assurance Company,
Plaintiff,

Vs.

Karen D. Givens, individually and as
Personal Representative of the Estate
Of E. Cierra Givens, and Kayla Givens,

Defendants.

) DEFENDANTS' MEMORANDUM
) IN SUPPORT OF MOTION FOR
) SUMMARY JUDGMENT

On March 19, 2011, Enriqua Cierra ("C.C") Givens, the daughter of Karen Givens, was killed while she was a passenger in a single car accident in Charleston County. Compounding the tragedy surrounding the death of 17 year-old C.C. was the fact that the automobile, a 2003 Buick Century, was driven by her 19 year-old sister, Kayla Givens. Kayla survived the collision. Ironically, Karen and Kayla are the defendants in this case.

Permanent General filed this Declaratory Judgment action because it is refusing to voluntarily pay the \$25,000.00 minimum limits liability coverage that it had on the subject vehicle involved in this accident, and the property damage coverage that was also carried on the totaled vehicle. The accident occurred on March 19, 2011. Permanent General claims that the insurance policy on the 2003 Buick Century, involved in this accident, was cancelled on March 16, 2011, allegedly for non-payment of premium. The Defendants deny that the policy on the 2003 Buick had been cancelled. They also claim that Permanent General had no right to cancel the policy covering the Buick.

The named insured, Karen Givens, has provided Permanent General a number of reasons why she is entitled to collect under the terms and conditions of the subject policy. Notwithstanding Karen Givens' pleas and proof, Permanent General continues to refuse to pay this claim.

Karen Givens requests this honorable court to deny the Motion for Summary Judgment brought by Permanent General, and to grant her Motion Summary Judgment. There are no genuine issues of material fact to be contested. These undisputed facts, when applied to the law, prove that Karen Givens is entitled to summary judgment against the Plaintiff. Defendant's judgment should be in the form of an order requiring Plaintiff to provide insurance coverage to Karen Givens, and to pay Karen Givens, as the Personal Representative of her daughter's estate, liability insurance benefits in accordance with the terms and conditions of the subject policy of automobile insurance. She should be provided personally with property damage benefits for the totaled automobile. Defendants also request attorney's fees in the amount of \$5,437.50 based upon Plaintiff's willful refusal to pay benefits upon demand.

Summary Judgment in favor of Karen Givens is appropriate because:

- 1) The facts of this case show that coverage for the Buick is appropriate under the terms of the policy; specifically the provision mandating coverage for a "newly acquired" vehicle;
- 2) A 2006 amendment to South Carolina Code of Laws, §56-10-280(A)(4) requires insurers to provide a 30 day period of coverage, as the "minimum duration" for liability coverage;
- 3) Plaintiff failed to give proper Notice of Cancellation of insurance on the 2003 Buick Century and her 2007 Ford Taurus to Karen Givens, by sending her conflicting communications, with at least four different due dates, all of which must be construed against Permanent General; and
- 4) The terms of the insurance Binder written by Permanent General states that coverage was extended on the 2003 Buick to March 24, 2011, a date beyond the date of the accident, which was March 19, 2011.

The documents also show that more than 90 days went by after Karen Givens made a claim for insurance benefits without any written communication or payment from Permanent General. Karen Givens' claim was communicated to Permanent General on

March 30, 2011. Permanent General's first response to the claim was the commencement of this civil action on July 17, 2011.

UNDISPUTED FACTS

1. On February 13, 2011, Karen Givens purchased a policy of automobile insurance from Permanent General for her 1999 Ford Taurus automobile. The policy period was from 2-13-11 to 8-13-11. A deposit, as requested by Permanent General was paid. There was no insurance agent involved, as Permanent General sells insurance on the internet.
2. Dated February 21, 2011, Permanent General mailed Karen Givens a bill for her monthly premium for the Ford Taurus. As stated on that bill, payment of \$90.96 was due before 3-12-2011.
3. Also, on February 21, 2011 – Karen Givens purchased a 2003 Buick Century from Crazy J's auto sales. The vehicle was originally going to be purchased by her daughter, Kayla. Kayla and her mother decided to add the insurance coverage on the Buick to Karen Givens' existing policy with Permanent General, which insured the Ford Taurus. In order to do this, the 2003 Buick Century, would need to be titled in the name of "Karen Givens." Kayla was paying for the Buick. Crazy J's titled the Buick in the name of Karen Givens.
4. Insurance on the Buick Century was obtained from Permanent General while Karen and Kayla Givens were at Crazy J's tending to the purchase of the vehicle on February 21, 2011. Crazy J's facilitated Ms. Givens with obtaining insurance coverage through Permanent General, by allowing her to use their computer and fax machine.
5. Permanent General faxed Karen Givens an insurance Binder while she was at Crazy J's on February 21, 2011 extending coverage to the Buick Century under

her policy with Permanent General "Effective 2/21/2011, 1:48 PM; Expiration 3/24/2011, 12:01 AM". This is written on the face of the binder. No additional premium was requested by Permanent General for adding the Buick onto the existing policy.

6. Dated February 25, 2011, Permanent General mailed Karen Givens a Notice of Cancellation. The Notice of Cancellation makes no mention of the insurance Binder for the Buick issued just 4 days earlier on the policy. It does say, "We have not received your payment, therefore we must inform you that your policy will be cancelled due to non-payment of premium." The amount claimed to be due was \$90.96, the amount owed for the Ford Taurus. Looking back at the original insurance application for the Ford, it states that the premium is not due until March 12, 2011. The Binder states coverage for the Buick is in effect until March 24, 2011. Karen Givens received no invoices for insurance on the Buick prior to the collision of March 19, 2011.
7. By letter dated March 10, 2011, Karen Givens receives the Endorsement Policy Declarations from Permanent General. It shows that both the Ford and Buick are now insured on the Permanent General policy. It shows the Net Premium Due and, at the bottom it states, "This is not a bill. You will receive a separate invoice in the near future". There is no mention in this Endorsement Policy Declaration of the Notice of Cancellation dated February 25, 2011.

From Karen Givens' perspective, she is told, in chronological order:

- A. On 2-13-11, 1st payment due notice for the Ford Taurus is March 13, 2011.
- B. On 2-21-11, 1st payment due is March 24, 2011 for the Buick. Payment due invoice for the Ford Taurus, mailed on February 21, 2011, says payment is due before 3-12-2011, but this is generated before Binder and refers to payment for the Ford Taurus.

C. She received a Notice of Cancellation, dated February 25, 2011, stating payment due on the Ford was March 16, 2011. This Notice of Cancellation is issued when the payment is not past-due. The payment referred to in this Notice is the regular payment for the Ford. The Notice of Cancellation makes no mention of the Binder for the Buick issued on February 21, 2011 and the expiration date of March 24, 2011 stated thereon..

4. Then, by letter dated March 10, 2011 Karen Givens is sent the Policy Endorsement insuring both vehicles. This makes no mention of the Notice of Cancellation and advises Karen Givens that she will receive a separate invoice in the near future.

The court should find that based on these uncontested facts, Karen Givens never received an effective notice of cancellation of the policy insuring the Buick based upon the numerous contradicting policy documents received by her after she was sent the Notice of Cancellation. Aside from being told in writing, in the binder, that coverage on the Buick was extended until March 24, 2011, the final document she received from Permanent General says that she will receive a separate invoice "in the near future". These conflicting statements and conflicting due dates from Permanent General modify or nullify the terms of the Notice of Cancellation. Looking at this case based solely on the facts, this court should grant judgment to Defendant Karen Givens.

Applying strict contract construction to the facts also mandates judgment for Ms. Givens. Looking at Section 1-L of the Policy initially written for the Ford Taurus, coverage on the Buick is in effect on the date of the collision because Permanent General insured the newly acquired vehicle and had agreed in writing, in the form of the insurance Binder, and in its subsequent documents, to a further extension of coverage to March 24, 2011. This provision is termed to be a "newly acquired vehicle" provision designed to extend coverage for a minimum duration of 30 days when a new car is added to an auto policy. In this case, Permanent General is attempting to avoid coverage on the newly

acquired vehicle because it added it to a policy that it was going to cancel in less than 30 days. That is in derogation of its own policy language which states:

Your covered auto means any 'car' you acquire ... during the policy period shown on the declarations page and 'you' ask 'us' to insure it within 30 days after 'you' become the owner. Coverage is limited to the lesser of 30 days from the date of acquisition or the date the policy subsequently expires or is cancelled unless 'we' agree in writing to a further extension of coverage. ...

The collision occurred within 30 days of her acquisition of the Buick. The insurance Binder and the Policy Endorsement document can both be seen an agreement in writing for a further extension of coverage.

AMENDMENT TO S.C. CODE ANN. SEC. 56-10-280 (A)(4)

Under South Carolina's Motor Vehicle Financial Responsibility laws, auto policies are to be issued for no less than 6 months. The policy can be cancelled within the first 60 days under certain circumstances found in S.C. Code Ann. Sec. 56-10-280 (1976). By amendment in 2006, the legislature added a provision stating that when the insured fails to pay a premium when due under a premium service agreement, the policy can be cancelled within 30 days. The last sentence of amendment to S.C. Code Ann. Sec. 56-10-280 (A)(4) (Supp. 2007) makes the intention of the legislature clear, stating, "[T]he contract or policy of insurance must remain in effect for at least 30 days."

Attached is the Legislative History of this amendment showing that this sentence was added in after the first draft of the Bill was submitted. Using the language "minimum duration" in the name of the Bill, the legislature wanted to make it clear that auto policies should be in effect for at least 30 days. By adding the Buick to the existing policy by an endorsement, Permanent General was attempting to obfuscate the 30 day provision. Under Permanent General's view of this statute, theoretically, a vehicle could be insured for only one day, if added on to a 29 day old policy which was to be cancelled the next day. That cannot be the intent of the amendment.

Simply because the 2003 Buick Century may have been added by endorsement to the policy on February 22, 2011, as opposed to being written on a new policy on that date, the statute cannot be circumvented. The Buick Century must be afforded coverage

for at least 30 days. Any provision of an automobile policy which conflicts with the requirements of the statute regulating such policies is invalid. McDonald v. State Farm Mutual, 287 S.C. 40, 336 S.E.2d 492, 494, 495 (1984); Hogan v. Home Ins. Co., 260 S.C. 157, 194 S.E.2d 890 (1973) (if a provision in an insurance policy excluding coverage is in conflict with the requirements of a statute, the statute controls); Belk v. Nationwide Mut. Ins. Co., 271 S.C. 24, 244 S.E.2d 744 (1978) (an insurance policy issued pursuant to a statute may give more coverage than the statute requires, but not less. Statutes must effectuate the legislative intent.

ATTORNEY'S FEES

The Plaintiff's refusal to pay Defendants' claim is without reasonable cause, or is in bad faith. As a result of Plaintiff's unreasonable and bad faith refusal to pay, and based upon its delay in properly adjusting this claim and determining coverage, Plaintiff is obligated to pay Defendants a reasonable amount of attorney's fees for the prosecution of this case against Plaintiff pursuant to South Carolina Code Ann. § 38-59-40 (Supp. 2009).

CONCLUSION

Defendant, Karen Givens is entitled to summary judgment against the Plaintiff. Defendant's judgment should be in the form of an order requiring Plaintiff to provide Karen Givens, and to pay Karen Givens, as the Personal Representative of her daughter's estate, liability insurance benefits in the amount of \$25,000.00, in accordance with the terms and conditions of the subject policy of automobile insurance. She should be provided, personally, with property damage benefits for the totaled automobile. She also requests reasonable attorney's fees based upon Plaintiff's refusal to pay benefits in the amount of \$5,437.50.

SOLOMON BUDMAN & STRICKER, LLP

A handwritten signature in black ink, appearing to read 'D. Budman', written over a horizontal line.

By: Donald J. Budman

One Poston Rd., Ste. 315

P.O. Box 30280

Charleston, SC 29417

843-763-1118

ATTORNEYS FOR DEFENDANTS

Charleston, South Carolina
28th day of May, 2012

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Permanent General Assurance
Company,

C/A NO. 2011-CP-10-4867

Plaintiff,

VS.

Karen D. Givens, individually
and as Personal
Representative of the Estate
of E. Cierra Givens and
Kayla Givens,

Defendants.

DEPOSITION OF

KAREN D. GIVENS

Wednesday, January 11, 2012
10:05 a.m.-11:55 a.m.

The deposition of Karen D. Givens, taken on behalf of the Plaintiff at the offices of Solomon, Budman & Strickler, LLP, One Poston Road, Suite 315, Charleston, South Carolina, on the 11th day of January, 2011, before Lynn Allen, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

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1 KAREN D. GIVENS, being duly sworn, deposes and testifies as
2 follows:

3 MS. GIVENS - EXAMINATION BY MR. NEIL:

4 Q: Mrs. Givens, my name is Adam Neil. And as I'm sure
5 Mr. Budman has explained to you I represent Permanent
6 General in this what we'll call a declaratory judgment
7 action that was brought to determine whether there is
8 insurance coverage available under a policy that was
9 issued by Permanent General. Today is my opportunity
10 to ask you questions about what you know about the
11 policy, about the cancellation of the policy and some
12 other issues that go into this case based on the
13 pleadings that we've filed and that you've filed.
14 During the course of what we're going to do today I'm
15 going to ask you questions about that but I'm also
16 going to ask you some personal background questions
17 about yourself. It's not my intent to pry into your
18 personal business. But I'm entitled to know a little
19 bit about you. So that's kind of what I'm going to be
20 doing with that. If at any point during the deposition
21 you either don't hear me or don't understand what I'm
22 asking you please stop me and ask me to repeat the
23 question or to rephrase the question and I will do
24 that.

25 A: Yes, sir.

1 Q: I'm happy to do that. And I'll do it as many times as
2 you need me to do it to make sure that you understand
3 what is going on or what I'm asking. If you do not ask
4 for any clarification or repetition or rephrasing of
5 the question, then everybody will assume that you heard
6 the question, that you understood the question and that
7 you answered it truthfully and completely. Do you
8 understand that?

9 A: Yes, sir.

10 Q: All right. As Ms. Allen told you, it's important that
11 you give verbal responses, to actually say yes or no
12 when I ask you a yes or no question. You may forget
13 that. That's not how we all normally talk. We usually
14 will nod our heads or shake our heads or say uh-huh or
15 huh-uh or things like that. And I know what you mean.
16 But when it gets put on the piece of paper that she's
17 going to put it on later it's going to be hard to
18 differentiate between uh-huh and huh-uh. So I may
19 suggest to you that you say yes or no if you forget and
20 do that. I'm not trying to suggest to you what your
21 answer is. I just want to make sure that your answer
22 is clear. And I'm certainly not trying to be rude to
23 you. That's not my intent here today. So if I do
24 that, I just want you to understand what I'm doing.
25 I'm not trying to tell you what you're supposed to say.

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1 I'm just trying to make sure I have clarity about what
2 your answer is and that she's able to put it down on
3 paper. I don't think we'll be here very long. And I
4 try not to hold people against their will so to speak.
5 So if you need a break you let me know. Some of this I
6 know is uncomfortable and I'm very sorry about the loss
7 of your daughter. And it's not my intent to make you
8 uncomfortable or to create a negative situation any
9 more than it already is when you're sitting in a room
10 with a bunch of lawyers. So I will be happy to
11 accommodate you if you need a break for anything.

12 A: Okay.

13 Q: Do you understand that you're under oath?

14 A: Yes, sir.

15 Q: And you understand what the oath means, that you are
16 obligated to tell the truth?

17 A: Yes, sir.

18 Q: Is there any reason that you're aware of today that you
19 would not be able to tell the truth?

20 A: No, sir.

21 Q: Have you consumed any medication or any food or any
22 beverage that might impair your ability to tell the
23 truth?

24 A: No. I'm just a diabetic.

25 Q: Okay.

1 A: Yes, sir.

2 Q: And does your diabetic, the medication that you take
3 for that is one of the side effects that it impairs
4 your ability to testify truthfully?

5 A: No, sir.

6 Q: Okay. Does your diabetes medication impair your memory
7 at all?

8 A: No, sir.

9 Q: Is there any other reason that your memory might be
10 impaired today?

11 A: No, sir.

12 Q: Tell me your full name please.

13 A: Karen Denise Givens.

14 Q: Denise is D-E-N-I-S-E?

15 A: D-E-N-I-S-E. Yes, sir.

16 Q: How old are you?

17 A: Forty-four.

18 Q: And your birthday is what?

19 A: 9/17/67.

20 Q: What is your Social Security number?

21 A: 250-57-8451.

22 Q: And do you still live on Johns Island?

23 A: Yes, sir.

24 Q: And the address there is?

25 A: 3108 Thomas Jones Road, Johns Island, South Carolina.

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- 1 Q: How long have you lived there?
- 2 A: Forty-four years.
- 3 Q: That's the home you were born in?
- 4 A: Yes.
- 5 Q: Today who lives there with you?
- 6 A: My mother Janie Givens, two brothers.
- 7 Q: Are they both Givens?
- 8 A: Yes.
- 9 Q: What's their first names?
- 10 A: Aaron and Matthew.
- 11 Q: Anyone else?
- 12 A: My two daughters.
- 13 Q: That's Kayla and --
- 14 A: Aylicia.
- 15 Q: How do you spell that?
- 16 A: A-Y-L-I-C-I-A.
- 17 Q: Okay. Anyone else?
- 18 A: And my two grand-boys, Kayshawn --
- 19 Q: Let me ask you this. They're both under 18?
- 20 A: Yes.
- 21 Q: All right. I don't need their names.
- 22 A: Okay.
- 23 Q: Are you related to anyone who lives in Charleston
- 24 County that has a last name other than Givens?
- 25 A: Could you rephrase? I don't understand.

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- 1 Q: Do you have relatives -- let me ask you this. You've
2 never been married; is that right?
- 3 A: No, sir.
- 4 Q: Do you have relatives maybe on your mother's side who
5 have the last name other than Givens?
- 6 A: Grants.
- 7 Q: Grants. Okay. G-R-A-N-T?
- 8 A: Yes.
- 9 Q: Okay. Anybody else or any other names besides Grant?
- 10 A: Browns and Sease. Sease.
- 11 Q: S?
- 12 A: S-E-A-S-E.
- 13 Q: All right. Last February when you bought the Ford
14 Taurus and then took out the policy with Permanent
15 General, you lived at 3108 Thomas Jones Road?
- 16 A: Yes, sir.
- 17 Q: And did all of these same people that you've listed
18 here also live with you at that time?
- 19 A: Yes, sir.
- 20 Q: Okay. And then the only other person that would have
21 lived there I guess is Cierra?
- 22 A: Yes, sir.
- 23 Q: Do you know who out of these folks has a driver's
24 license?
- 25 A: Aaron.

- 1 Q: Okay.
- 2 A: Kayla, Aylicia and myself.
- 3 Q: So your mother or Matthew, neither of those two don't
- 4 have driver's licenses?
- 5 A: No, sir.
- 6 Q: How far did you go in school?
- 7 A: Twelfth grade and one year of college.
- 8 Q: Where did you graduate from high school?
- 9 A: St. Johns High School on Johns Island.
- 10 Q: And your year of college was where?
- 11 A: At Health Care Training Institute for a CNA.
- 12 Q: Did you get a CNA certificate?
- 13 A: Yes, sir.
- 14 Q: Are you employed?
- 15 A: Not now.
- 16 Q: Were you employed in February of 2011?
- 17 A: No, sir.
- 18 Q: When was the last time you were employed?
- 19 A: July 14th of 2010.
- 20 Q: And who were you employed with then?
- 21 A: Bishop Gadsden Retirement Center.
- 22 Q: Say that first --
- 23 A: Bishop Gadsden.
- 24 Q: And you were laid off I guess?
- 25 A: I became sick at that time. And I was missing a lot of

- 1 days from work. And --
- 2 Q: What kind of illness did you have?
- 3 A: I became a diabetic then.
- 4 Q: Ms. Givens, these next few questions are not questions
5 that are intended to be condescending or embarrassing.
6 I ask almost everybody I take their deposition these
7 next questions. So I'm not singling you out. Do you
8 have a criminal record of any kind?
- 9 A: No, sir.
- 10 Q: Have you ever been arrested in your life?
- 11 A: No, sir.
- 12 Q: Have you ever been treated for any kind of
13 psychological or emotional problems?
- 14 A: No, sir.
- 15 Q: Have you ever been treated for alcohol or drug abuse?
- 16 A: No, sir.
- 17 Q: Do you have any trouble reading and writing?
- 18 A: No, sir.
- 19 Q: Do you belong to a church?
- 20 A: Yes, sir.
- 21 Q: What church do you belong to?
- 22 A: Wesley United Methodist on Johns Island.
- 23 Q: Do you have any leadership positions at that church?
- 24 A: No, sir.
- 25 Q: Other than this lawsuit that we're here about today

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1 have you ever been involved in any other lawsuits?

2 A: No, sir.

3 Q: Have you ever filed a workers' compensation claim?

4 A: No, sir.

5 Q: Tell me how you came to purchase the Permanent General
6 insurance policy back in February of 2011. What caused
7 you to purchase that policy?

8 A: My former policy with Royal Insurance Company had
9 expired. And I got stopped by the police on the night
10 of the, when I purchased the policy with Permanent
11 General.

12 Q: Uh-huh (affirmative response).

13 A: And I did it over the computer.

14 Q: Did you get a ticket for driving without insurance?

15 A: Yes. He wrote me a ticket.

16 Q: And I guess you had to pay that ticket?

17 A: No, sir. Everything was cleared.

18 Q: Once you purchased insurance they cleared it?

19 A: Yes, sir. Uh-huh (affirmative response).

20 Q: And did you use your own computer at your home?

21 A: My daughter's house.

22 Q: And which daughter is this?

23 A: Aylicia.

24 Q: And at the time she was living with you on, I've

25 already forgotten the name of your street, Thomas Jones

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1 Road?

2 A: No, sir. She had her own apartment then.

3 Q: And she had her own computer over there and you went to
4 her house?

5 A: Yes. Yes, sir.

6 Q: Okay.

7 **(Plaintiff's Exhibit Number One was marked for**
8 **identification purposes.)**

9 Q: Ms. Givens, I'm going to show you what we've marked as
10 Exhibit One. And unfortunately I forgot to staple them
11 together. But it's a six-page exhibit. At the top it
12 says automobile insurance application. Do you see
13 that?

14 A: Yes, sir.

15 Q: All right. Now that was produced to me by your
16 attorney. Tell me, is that something that you printed
17 off of the computer at the time that you purchased that
18 policy from Permanent General?

19 A: Yes, sir.

20 Q: And that shows that the policy went into effect on
21 February the 13th 2011 at 10:39 p.m. central time; is
22 that right?

23 A: Yes, sir.

24 Q: Look about three lines down on the top right here.

25 A: Uh-huh (affirmative response).

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- 1 Q: Is that what that says?
- 2 A: It says it was purchased 10:39 and 12:01 a.m. That's
- 3 when I purchased it at twelve.
- 4 Q: Show me where you're looking at twelve.
- 5 A: Right here.
- 6 Q: Okay. Let's look over here at this part where it says
- 7 February 13, 2011 10:39 p.m. If that was purchased at
- 8 10:39 central time that would be 11:39 eastern time.
- 9 Do you agree with that?
- 10 A: Okay. Yes, sir.
- 11 Q: So that would be close to midnight?
- 12 A: Yes, sir.
- 13 Q: And that policy application shows that you live at 3108
- 14 Thomas Jones Road on Johns Island; correct?
- 15 A: Yes, sir.
- 16 Q: And it shows that the car that is being insured by that
- 17 policy is a, here it is, a 1999 Ford Taurus LX?
- 18 A: Yes, sir.
- 19 Q: Okay. And that's on page three of this application?
- 20 A: Yes, sir.
- 21 Q: And that was the only policy you intended to insure, or
- 22 the only vehicle you intended to insure at the time?
- 23 A: Yes, sir.
- 24 Q: All right. In February of 2011 did Kayla have a
- 25 driver's license?

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- 1 A: Yes, sir.
- 2 Q: And these other folks -- well, Aaron lived with you?
- 3 A: Yes, sir.
- 4 Q: And he had a driver's license then?
- 5 A: Yes, sir.
- 6 Q: All right. But Aylicia was not living with you at that
7 time?
- 8 A: Not at that time. No, sir.
- 9 Q: All right. On page two at the top there's a question
10 that says complete this section for all persons 14 or
11 older living in your household and all other persons
12 who use your vehicle on a regular basis. Now, was
13 Kayla over 14 when you applied for this policy?
- 14 A: Yes, sir.
- 15 Q: Okay. And your brother Aaron was also over 14 I
16 assume?
- 17 A: Yes, sir.
- 18 Q: Now, why did you not put them on the policy?
- 19 A: Because I was the only one driving my vehicle.
- 20 Q: Did Aylicia ever drive your vehicle at that time?
- 21 A: No, sir.
- 22 Q: Did Kayla ever drive your Ford Taurus back in the early
23 part of 2011?
- 24 A: No, sir.
- 25 Q: What car did she drive?

1 A: She didn't have a car then.

2 Q: Okay. If she needed to go somewhere how would she get
3 there?

4 A: I would take her.

5 **(Plaintiff's Exhibit Number Two was marked for**
6 **identification purposes.)**

7 Q: I'm going to show you Exhibit Number Two. Exhibit
8 Number Two is a receipt of payment and shows you paid
9 \$101.20 to Permanent General for that policy; is that
10 right?

11 A: Yes, sir.

12 Q: Okay. And do you remember getting this?

13 A: No, sir.

14 Q: Did you print this off the computer?

15 A: I'm not sure.

16 Q: Okay. Do you remember getting something like this in
17 the mail from Permanent General?

18 A: I'm not sure.

19 Q: Okay. But you did pay this amount, \$101.20?

20 A: Yes, sir.

21 Q: How did you pay it?

22 A: By a credit card.

23 Q: And that credit card is right here, says paid with
24 credit card. And it gives the last four numbers of the
25 credit card as 6490?

- 1 A: Yes, sir.
- 2 Q: What kind of credit card is that?
- 3 A: I'm not sure.
- 4 Q: Is it a Visa or a MasterCard?
- 5 A: I'm not sure.
- 6 Q: Do you have a Visa or a MasterCard?
- 7 A: No, sir.
- 8 Q: Do you have an American Express card?
- 9 A: No, sir.
- 10 Q: Do you have a Discover card?
- 11 A: No, sir.
- 12 Q: So you don't know what credit card that was that was
- 13 used to pay that?
- 14 A: That was my daughter's card.
- 15 Q: Okay. Is that Aylicia's card?
- 16 A: Yes, sir.
- 17 Q: Okay. At that time back in February of 2011 did you
- 18 have your own credit card?
- 19 A: No, sir.
- 20 Q: After you paid \$101.20 as the initial payment for this
- 21 policy did you ever pay Permanent General any other
- 22 money for the policy before the wreck involving Kayla
- 23 and Cierra?
- 24 A: Yes, sir.
- 25 Q: You did pay them more money before the wreck?

- 1 A: Yes, sir.
- 2 Q: How did you pay that?
- 3 A: By credit card also.
- 4 Q: And whose credit card did you use to pay?
- 5 A: Mine.
- 6 Q: You used your own credit card?
- 7 A: Yes.
- 8 Q: When did you get that credit card?
- 9 A: When I started receiving my unemployment.
- 10 Q: All right. Let's go back then. When did you start
- 11 getting unemployment?
- 12 A: December of last year.
- 13 Q: Okay. December --
- 14 A: 2010.
- 15 Q: -- 2010?
- 16 A: Uh-huh (affirmative response).
- 17 Q: You started getting unemployment. And at that time you
- 18 applied for and received a credit card?
- 19 A: They put it on a credit card now. They don't give you
- 20 checks any more.
- 21 Q: Okay. So your unemployment benefits come to you by way
- 22 of a debit card?
- 23 A: Yes.
- 24 Q: Okay. And does that debit card have like a Visa or a
- 25 MasterCard brand name?

- 1 A: Yes. Visa.
- 2 Q: Visa. Do you have that card with you right now?
- 3 A: No.
- 4 Q: Okay.
- 5 A: I just gave it to --
- 6 Q: All right. So you got that in December of 2010 but you
- 7 didn't use that credit card to pay --
- 8 A: No, sir.
- 9 Q: -- this?
- 10 A: No, sir.
- 11 Q: But what you're telling me is you used that credit card
- 12 to make a second payment to Permanent General before
- 13 Kayla and Cierra's accident?
- 14 A: Yes, sir.
- 15 Q: Do you know what day you did that?
- 16 A: No, sir.
- 17 Q: Did you do it by making a telephone call to somebody?
- 18 A: Yes, sir.
- 19 Q: Okay. Do you remember how much you paid?
- 20 A: \$90.96.
- 21 Q: Do you know what day you made that phone call on?
- 22 A: No, sir.
- 23 Q: But you're sure that you used your unemployment Visa
- 24 debit card to make that payment?
- 25 A: Yes, sir.

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1 Q: And there's no doubt in your mind that that was made
2 prior to the accident involving Kayla and Cierra?

3 A: I'm not exactly sure.

4 Q: You're not sure about that?

5 A: Yes, sir.

6 Q: If I told you that the records that Permanent General
7 has showed that you didn't make that payment until
8 about ten days after their accident would you have any
9 reason to dispute that?

10 A: I don't know, sir.

11 Q: Okay. During let's say the first half of 2011 did you
12 ever have any trouble receiving your mail at the Thomas
13 Jones Road address

14 A: No, sir.

15 Q: As far as you know if somebody sent you a letter to
16 that address you would receive it?

17 A: Yes, sir.

18 **(Plaintiff's Exhibit Number Three was marked for**
19 **identification purposes.)**

20 Q: Okay. I'm going to show you Exhibit Three. And
21 Exhibit Three is a notice of cancellation sent by
22 Permanent General to you on February 25 of 2011. Do
23 you recall ever seeing that document before today?

24 A: Yes, sir.

25 Q: And you received that document from Permanent General

- 1 at your address on Thomas Jones Road; is that true?
- 2 A: Yes, sir.
- 3 Q: Okay. Do you recall what day you received it?
- 4 A: No, sir.
- 5 Q: What did you do in response to that notice of
- 6 cancellation?
- 7 A: Well, when I received this it was like I didn't open my
- 8 mail right then.
- 9 Q: Okay. So you think that the day that that would have
- 10 come in the mail you didn't open your mail?
- 11 A: No, sir.
- 12 Q: Okay. Do you know how many days later you opened your
- 13 mail?
- 14 A: Probably a week.
- 15 Q: Okay. After you opened the letter do you recall how
- 16 long it was before you took any action in response to
- 17 the notice of cancellation?
- 18 A: I spoke with someone on the 22nd.
- 19 Q: On February 22nd?
- 20 A: No. On March 22nd.
- 21 Q: On March 22nd?
- 22 A: Yes.
- 23 Q: Okay. Let me ask you this and I think I know the
- 24 answer to this. But I want to make sure. You
- 25 understood that when you paid the \$101.20 that we

1 talked about when we talked about Exhibit Two that that
2 wasn't the full amount that you were going to have to
3 pay for the policy; correct?

4 A: Yes, sir.

5 Q: You knew there were going to be other payments that you
6 were going to have to make after that?

7 A: Yes, sir.

8 Q: All right. So if I understand you correctly you did
9 not do anything in response to this notice of
10 cancellation until you made a phone call to someone at
11 Permanent General on March the 22nd of 2011; is that
12 true?

13 A: Yes, sir.

14 Q: And was it in that phone call on March the 22nd that
15 you gave them the credit card number to pay the
16 premium?

17 A: Yes, sir.

18 Q: I'm going to run through some of these things and make
19 sure you agree with what this says. This notice was
20 sent to you on February 25, 2011. Do you agree with
21 that?

22 A: Yes, sir.

23 MR. SMITH: Object to the form.

24 Q: And it shows that the installment payment due to
25 Permanent General was for \$90.96?

1 A: Yes, sir.

2 Q: Okay. And it shows right up here at the top that that
3 \$90.96 payment was due to Permanent General by March
4 the 16th of 2011?

5 A: Yes, sir.

6 Q: Do you understand this to mean that if you don't pay
7 \$90.96 to Permanent General before March 16, 2011 that
8 they were going to cancel your policy?

9 A: At that time I didn't know.

10 Q: But you understand now that's what that means?

11 A: Yes, sir.

12 Q: Was there anything about this that was unclear to you
13 at the time you read it?

14 A: No, sir.

15 MR. SMITH: Did you get my objection to the form
16 of that one question? And the reason that I objected
17 to the form of that question is that the question was
18 did they send it to you on that date. And she, I
19 forget what her answer was but the date on the letter
20 is certainly the date that the letter was written. But
21 I object to the form there being no evidence that it
22 was sent on that day.

23 MR. DRIGGERS: Fair enough.

24 Q: You, or somebody bought a 2003 Buick Century from Crazy
25 J's Auto on February the 21st, I think; is that true?

1 A: Yes, sir.

2 Q: Who purchased that car?

3 A: Kayla.

4 Q: And was Kayla the owner according to the title of that
5 car?

6 A: Yes, sir.

7 Q: And she financed it through Crazy J's I guess?

8 A: Yes, sir.

9 Q: It's my understanding that somebody contacted Permanent
10 General about getting insurance coverage on the Buick?

11 A: Yes, sir.

12 Q: Was that you or Kayla?

13 A: Well, we were searching for an insurance company at
14 that time. And we, the dealer, the secretary told us
15 that, you know, we could call somebody from there. So
16 we called Permanent General.

17 Q: And why did you pick Permanent General?

18 A: Because I had Permanent General.

19 Q: Okay. So you called from Crazy J's Auto to Permanent
20 General?

21 A: Yes. The secretary did.

22 Q: So the Crazy J secretary called?

23 A: Yes.

24 Q: Okay. During -- let me ask it a different way. Did
25 you talk to Permanent General after she made the phone

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1 call?

2 A: We all were right there when we made the phone call
3 together.

4 Q: Did she have it on speakerphone?

5 A: Yes.

6 Q: Tell me what you remember about that phone call.

7 A: When she spoke to the lady at the Permanent General,
8 one of the insurance agents, and she said that we were
9 trying to purchase extra insurance for the 2003 Buick.
10 And she said it would be too high for Kayla to purchase
11 by herself. So they added her on to my policy.

12 Q: The person who told you it would be too expensive, was
13 that the person at Permanent General or was that the
14 secretary?

15 A: Permanent General.

16 Q: Okay. Now did they actually give you a quote for how
17 much it would cost if Kayla purchased her own policy?

18 A: Yes, sir.

19 Q: And how much was that if you remember?

20 A: \$513.

21 Q: Kayla didn't have \$513 I guess. Is that what you're
22 saying?

23 A: I'm not sure.

24 Q: Who made the decision to add Kayla to your policy?

25 A: The Permanent General insurance agent.

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- 1 Q: And did you tell the Permanent General insurance agent
2 that that coverage was too expensive for Kayla to
3 purchase it on her own?
- 4 A: No, sir.
- 5 Q: Who told her that?
- 6 A: The insurance agent told her that it would be too
7 expensive for her to purchase it by herself.
- 8 Q: How did the insurance agent know how much money Kayla
9 had?
- 10 A: I don't know that she knew.
- 11 Q: Basically she told you it would be less expensive to
12 add the vehicle, the Buick to your policy than for
13 Kayla to purchase a new policy?
- 14 A: Yes, sir.
- 15 Q: And that was fine with you I'm sure.
- 16 A: Yes, sir.
- 17 Q: You didn't mind paying a cheaper premium instead of a
18 more expensive premium?
- 19 A: Yes, sir.
- 20 Q: So after the Permanent General employee or agent
21 proposed that you accepted it?
- 22 A: Yes, sir.
- 23 Q: And Kayla was okay with it too?
- 24 A: Yes, sir.
- 25 Q: Had you ever purchased a car from Crazy J's before?

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- 1 A: No, sir.
- 2 Q: Did you tell the people at Permanent General or the
3 agent that you spoke with on the phone that you already
4 had a policy before she gave Kayla the quote?
- 5 A: With Permanent General?
- 6 Q: Yes, ma'am.
- 7 A: Yes, sir.
- 8 Q: Do you remember anything else about the telephone
9 conversation with the Permanent General agent?
- 10 A: She said at that time the policy would be \$213 for
11 Kayla's vehicle and mine together.
- 12 Q: Did she tell you when you would owe that money?
- 13 A: Next month which was March.
- 14 Q: Okay. And did she send you any proof that the Buick
15 had been added to the Permanent General policy?
- 16 A: Yes, sir.
- 17 Q: Okay. And I believe that she sent a fax to Crazy J's
18 Auto; is that right?
- 19 A: Yes, sir. Yes, sir.
- 20 **(Plaintiff's Exhibit Number Four was marked for**
21 **identification purposes.)**
- 22 Q: I've marked as Exhibit Four what I think is the fax
23 that was sent to Crazy J's Auto. Is that what that is?
- 24 A: Yes, sir.
- 25 Q: If you look at the very top. It says this binder is a

1 temporary insurance contract subject to the conditions
2 shown on the reverse side of this form. Did you get a
3 second page or a back side of this form when there was
4 a fax to Permanent General? Or I'm sorry. To Crazy J?
5 A: I don't remember.
6 Q: Okay. Was there any doubt in your mind when you left
7 Crazy J's that the Buick had been added to your already
8 existing Permanent General policy?
9 A: Rephrase it please.
10 Q: Was there any question that your policy with Permanent
11 General now insured two cars, the Ford Taurus and the
12 Buick Century when you left Crazy J's?
13 A: Yes, sir.
14 Q: You knew that to be the case?
15 A: Yes, sir.
16 Q: Do you remember if that fax came through before you
17 hung up the phone with the Permanent General agent?
18 A: Yes, sir.
19 Q: It did come through before you hung up the phone?
20 A: Yes, sir.
21 Q: Did you ask her any questions -- I don't know if it was
22 a her. Was it a him or a her?
23 A: It was a her.
24 Q: Okay. Did you ask her any questions about that form
25 that came through?

1 A: The secretary looked everything over and she said it
2 looked okay.

3 Q: So they were, Crazy J's was satisfied that you had
4 insurance now and could take the car off their lot?

5 A: Yes, sir.

6 **(Plaintiff's Exhibit Number Five was marked for**
7 **identification purposes.)**

8 Q: Okay. Exhibit Five is a printout of an insurance card
9 that Mr. Budman sent to me as part of your written
10 discovery responses. Do you remember when you received
11 this document?

12 A: This same day we was at Crazy J's.

13 Q: Did they fax this to Crazy J's when they faxed Exhibit
14 Four?

15 A: Yes, sir.

16 Q: Okay. Did you rely on the secretary at Crazy J's to
17 make sure that you had the necessary insurance coverage
18 for the Buick?

19 A: No, sir.

20 Q: Okay. Did you make that decision on your own?

21 A: Rephrase please.

22 Q: How did you become comfortable with the fact that you
23 had the necessary insurance coverage for the Buick?

24 A: Because the secretary told me that everything had
25 looked presentable.

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- 1 Q: Okay. Am I correct that you never asked Permanent
2 General to issue a new policy on the Buick instead of
3 adding the Buick to your policy?
- 4 A: Rephrase please.
- 5 Q: You did not ask Permanent General to issue a new policy
6 to cover the Buick?
- 7 A: What do you mean a new policy?
- 8 Q: Instead of adding the Buick to the policy that was
9 already in place.
- 10 A: Uh-huh (affirmative response).
- 11 Q: One of the things that has been alleged in this lawsuit
12 is that Permanent General could have issued a new
13 policy under a new policy number that covered only the
14 Buick. Did you ever ask Permanent General to do that?
- 15 A: No, sir.
- 16 Q: Did Kayla ever ask Permanent General to do that to your
17 knowledge?
- 18 A: No, sir.
- 19 **(Plaintiff's Exhibit Number Six was marked for**
20 **identification purposes.)**
- 21 Q: I'm going to show you Exhibit Number Six. Exhibit
22 Number Six you will see at the top says endorsement
23 policy declarations. Do you recall ever seeing that
24 document?
- 25 A: Yes, sir.

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1 Q: Okay. Now the date of this document is March 10, 2011;
2 is that true?

3 A: Yes, sir.

4 Q: Okay. And it shows that both the Ford Taurus and the
5 Buick are now covered by the Permanent General policy.

6 A: Yes, sir.

7 Q: Okay. And that, just so that the record is clear,
8 that's policy number SC7623245; is that right?

9 A: Yes, sir.

10 Q: Okay. So as of, at least as of March 10, 2011 your
11 policy covered both the Ford and the Buick?

12 A: Yes, sir.

13 **(Plaintiff's Exhibit Number Seven was marked for**
14 **identification purposes.)**

15 Q: Exhibit Seven is a letter to you. And the date of the
16 letter is, here it says notice date March 28, 2011.
17 And what this says is Dear Insured, We received your
18 payment of \$90.96 after the cancellation date of
19 3/16/2011. Regrettably your policy is not eligible for
20 reinstatement. Your policy remains cancelled as of
21 March 16, 2011. You do not have insurance coverage
22 under this policy. Any refund that may be due will be
23 sent to you within the next 30 days. Please contact
24 your agent to obtain a new policy. Is that what that
25 says?

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- 1 A: Yes, sir.
- 2 Q: And did you receive this letter?
- 3 A: I'm not sure.
- 4 Q: Okay. Your address as of March 28, 2011 was still 3108
5 Thomas Jones Road; right?
- 6 A: Yes, sir.
- 7 Q: And you had received all other correspondence from
8 Permanent General; correct?
- 9 A: Yes, sir.
- 10 Q: Do you have any reason to think that assuming this
11 letter was sent that you would not have received it in
12 the mail?
- 13 A: No, sir.
- 14 Q: Okay. But you don't remember it as we sit here today?
- 15 A: When I did this payment on the telephone she said
16 everything was good.
- 17 Q: Okay. Do you know what her name is?
- 18 A: No, sir. I don't remember.
- 19 Q: And that would have been, there's a telephone number
20 that you had I guess down here, this customer service
21 number that you would have called?
- 22 A: Yes, sir.
- 23 Q: Okay. And so whoever was on the other end of the phone
24 is who you talked to?
- 25 A: Yes, sir.

1 Q: You didn't ask for anybody specific?

2 A: No, sir.

3 Q: And what you're telling me is that when you called and
4 made the credit card payment the lady on the phone told
5 you that it was okay?

6 A: Yes. They received it.

7 Q: Okay. Now, do you agree that you did not call
8 Permanent General until after March the 16th?

9 A: Yes, sir.

10 Q: Okay. And you agree that you did not call Permanent
11 General until after March the 19th when Kayla and
12 Cierra were involved in the accident?

13 A: Yes, sir.

14 Q: You told me earlier that you believed that you called
15 them on March the 22nd?

16 A: Yes, sir.

17 Q: Why do you believe that that was the day?

18 A: Because that was the day that I spoke to someone on the
19 phone with Permanent General.

20 Q: Okay. That was a bad question. Why does March the
21 22nd stand out as the day that you called?

22 A: That's the day that I called someone at Permanent
23 General.

24 Q: Is there something about that day or is there some
25 document that you looked at or a calendar or something

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1 that reminded you that you called specifically on March
2 the 22nd?
3 A: The letter, the cancellation. I called and asked them
4 about Kayla's car.
5 Q: Okay. What does that document look like? Is that
6 something that we've looked at already?
7 A: No, sir.
8 Q: Okay. So you're telling me that there is some document
9 that deals with the cancellation of the policy that
10 reminds you that you called on March the 22nd?
11 A: For my car?
12 Q: Right.
13 A: Yes, sir.
14 Q: Okay.
15 A: And it's one of those papers.
16 Q: It's one of these that we've already looked at?
17 A: Yes, sir.
18 Q: Show me which one. I don't mean to get in your face
19 but it's kind of easier for me to see. This is a big
20 table. And it's kind of easier for me to see if I
21 lean. I'll go over here. Okay. So this document is
22 what you used to refresh your memory that you called on
23 March the 22nd. And it's the document that is the
24 notice of cancellation that we've marked as Exhibit
25 Three?

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1 A: Yes, sir.

2 Q: What about this document shows you that you called on
3 March the 22nd?

4 A: Nothing.

5 Q: Somehow you and I are not connecting. You've told me
6 that you're sure that you called Permanent General on
7 March the 22nd.

8 A: Yes, sir.

9 Q: All right. And I thought what you said was that this
10 document was the document that reminded you or that
11 gave you the information that you had called on March
12 the 22nd?

13 A: No, sir.

14 Q: This is not that document. Is there any document in
15 the world that you looked at to remind you that you
16 called Permanent General on March the 22nd?

17 A: No, sir.

18 Q: You just remember that?

19 A: Yes, sir.

20 Q: Is that what you're telling me?

21 A: Yes, sir.

22 Q: Okay. If I told you that Permanent General's records
23 said you called on March the 28th, do you think that's
24 wrong?

25 A: No, sir.

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1 Q: Would you go with what they said?

2 A: No, sir.

3 Q: Okay. Let me ask you this. When did you hire
4 Mr. Budman to be your attorney?

5 A: Back when Cierra died.

6 Q: Do you recall the specific day that you hired
7 Mr. Budman?

8 A: No, sir.

9 Q: Okay. Do you remember if you called Permanent General
10 about making the payment before or after you hired
11 Mr. Budman?

12 A: It was before.

13 Q: Before. Okay.

14 A: Yes, sir.

15 **(Plaintiff's Exhibit Number Eight was marked for**
16 **identification purposes.)**

17 Q: We're up to Number Eight. Take all these out of the
18 way.

19 A: Uh-huh (affirmative response).

20 Q: Exhibit Eight is called a reinstatement notice. Do you
21 remember receiving this notice?

22 A: Yes, sir.

23 Q: Now, what this says is the process date was 3/28/2011.
24 And what I'll represent to you is my, I believe that
25 that means that you called Permanent General on March

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1 28th and asked them to add the policy back. That's
2 where I'm, or asked them to reinstate the policy.
3 That's where I'm getting that you called them on March
4 the 28th. Based on that do you think that date is
5 correct or incorrect?
6 A: It's correct.
7 Q: Okay. And it says that your policy has been reinstated
8 as of March 29, 2011?
9 A: Yes, sir.
10 Q: And that would be after the date of the accident
11 involving Cierra and Kayla?
12 A: Yes, sir. But this was on the Ford Taurus.
13 Q: Well, the policy covered both vehicles; right?
14 A: Yes, sir.
15 Q: Okay. The sentence that I want you to look at is the
16 second sentence in the paragraph below the
17 reinstatement date. And it says, however, there is no
18 coverage for losses occurring between the cancellation
19 date and the reinstatement date shown above. Now you
20 agree with me that the accident involving Kayla and
21 Cierra occurred between the cancellation date which we
22 know from Exhibit Three was March 16th and the
23 reinstatement date which we know from Exhibit Eight was
24 March 29th; correct?
25 A: Rephrase please. I didn't understand.

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- 1 Q: The accident occurred after March 16 --
- 2 A: Yes.
- 3 Q: -- and before March 29th?
- 4 A: Yes, sir.
- 5 Q: Okay. So that would be after the policy was canceled
- 6 but before it was reinstated?
- 7 A: Yes, sir.
- 8 Q: All right. Your dispute I guess with Permanent General
- 9 is based on the fact that you say the policy was
- 10 supposed to be in effect for 30 days. Is that true?
- 11 Do you understand that to be your legal position in
- 12 this case?
- 13 A: Yes, sir.
- 14 Q: Let's go back to Exhibit Number One if I can find it.
- 15 Exhibit Number One says that the first day you had
- 16 insurance coverage on this policy was February the 13th
- 17 of 2011; correct?
- 18 A: Let me see. Yes, sir.
- 19 Q: All right. Here's what I want you to do for me. I've
- 20 got a calendar, two calendars actually that show
- 21 February and March of 2011.
- 22 A: Uh-huh (affirmative response).
- 23 Q: And what I would like for you to do, I'll give you an
- 24 ink pen, starting on February the 13th which we agree
- 25 was the first day of the policy; right?

- 1 A: Yes, sir.
- 2 Q: I want you to put a one in that box. And I want you to
3 put the next higher number in each consecutive day
4 until you get to 30. So like a one on 13 and a two on
5 14. You got it?
- 6 A: Uh-huh (affirmative response).
- 7 Q: Do you understand what I'm asking?
- 8 A: Yes.
- 9 Q: All right.
- 10 A: Up until what?
- 11 Q: Up until 30. You've got one more. All right. So the
12 thirtieth day that this policy was in effect was March
13 the 14th of 2011. Do you agree with that?
- 14 A: Yes, sir.
- 15 Q: Okay. And the policy wasn't canceled until 12:01 a.m.
16 on March the 16th of 2011. Do you agree with that?
17 And I can show you the notice of cancellation if you
18 want to look at it again. It's Exhibit Number Three.
- 19 A: Yes, sir.
- 20 Q: All right. So the policy that you purchased from
21 Permanent General was actually in effect for more than
22 30 days before it was canceled. Do you agree with
23 that?
- 24 A: Yes, sir.
- 25 Q: Let me get you to do this for me. Put your initials

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1 down here at the bottom of the February calendar and at
2 the bottom of the March calendar. And I'm going to
3 staple those together and we'll make those the next
4 exhibit.

5 **(Plaintiff's Exhibit Number Nine was marked for**
6 **identification purposes.)**

7 Q: Do you remember when you notified Permanent General
8 that Kayla and Cierra had been in an accident?

9 A: It was the 20th when I spoke to her.

10 Q: The day after the accident I believe; is that right?

11 A: No, sir.

12 Q: The accident was on the 19th I think.

13 A: March. Yes, sir.

14 Q: Of March?

15 A: Uh-huh (affirmative response).

16 Q: And you spoke to somebody at Permanent General on the
17 20th of March?

18 A: No, sir.

19 Q: When did you tell them about the accident?

20 A: It was, I don't remember the exact date that I spoke to
21 someone.

22 Q: Did you talk to somebody at Permanent General before
23 you talked to them about making the payment? In other
24 words, was there a call where you told them about the
25 accident and then another call where you made the

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1 payment or did you tell them about the accident and
2 make the payment all in the same phone call?

3 A: All in the same phone call.

4 Q: Okay. What did the person on the phone, the Permanent
5 General agent when you talked to them, tell you about
6 the accident if anything?

7 A: She told me that the insurance policy was canceled at
8 that time.

9 Q: Okay. And when you say at that time you mean at the
10 time of the accident?

11 A: Yes, sir.

12 Q: And did you understand that to mean that there would
13 not be coverage for the accident because the policy had
14 been canceled?

15 A: At that time.

16 Q: That was your understanding at the time she told you?

17 A: Yes, sir.

18 Q: All right. Other than the conversation that you told
19 me about with the secretary at Crazy J's, did you ever
20 discuss the insurance coverage with anybody else at
21 Crazy J's?

22 A: No, sir.

23 Q: And I mean at any time.

24 A: No, sir.

25 Q: Are you aware that Crazy J's was also notified that the

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1 policy had canceled?

2 A: No, sir.

3 Q: Was anyone at Permanent General, any of the agents,
4 were they ever rude or discourteous to you?

5 A: No, sir.

6 Q: Did they explain to you why the policy had been
7 canceled?

8 A: Yes, sir.

9 Q: And did they answer any questions that you had about
10 that?

11 A: Yes, sir.

12 Q: When the policy was reinstated and you made the payment
13 with your unemployment debit card, do you recall how
14 much that payment was?

15 A: \$90.96.

16 Q: And that was the amount that you owed even before
17 adding the Buick; correct?

18 A: Yes, sir.

19 Q: And I think I'm correct in this but you tell me if I'm
20 wrong. After you paid \$90.96 you never made any other
21 payments to Permanent General?

22 A: Rephrase.

23 Q: After you paid \$90.96 to reinstate the policy, did you
24 ever pay any more money to Permanent General for that
25 policy?

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- 1 A: No, sir.
- 2 Q: And then that policy was canceled sometime in early
3 April of 2011?
- 4 A: I don't remember.
- 5 Q: Mr. Budman has produced to me a notice of cancellation
6 that's very similar to the one that I've already shown
7 you. But it shows that your policy would be canceled
8 on April the 19th if you didn't pay them \$178.45.
- 9 A: Yes, sir.
- 10 Q: So, and you didn't pay that \$178, did you?
- 11 A: No, sir.
- 12 Q: So as far as you know the policy was canceled on April
13 the 19th?
- 14 A: Yes, sir.
- 15 Q: Okay. Do you have insurance now?
- 16 A: No, sir. I don't have a car.
- 17 Q: Okay. Have you had any insurance through any other
18 company since April the 19th of 2011?
- 19 A: No, sir.
- 20 Q: Was the Buick totaled in the accident?
- 21 A: We never received any information on that.
- 22 Q: Okay. Do you know whatever happened to that car?
- 23 A: They towed it to a place in Ravenel, a salvage yard.
- 24 Q: Okay. Do you know the name of it?
- 25 A: Ravenel Salvage.

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- 1 Q: Am I correct that the total amount of money that you
2 paid to Permanent General for the policy was the
3 initial payment of \$101.20 and the \$90.96 that you paid
4 at reinstatement?
- 5 A: No, sir.
- 6 Q: That's not correct?
- 7 A: No, sir.
- 8 Q: Okay. What other money did you pay to Permanent
9 General?
- 10 A: The other \$90.96 when I reinstated.
- 11 Q: Okay. Let me ask it again because I think I said that.
12 There was the \$101.20 that you paid on the day you
13 bought the policy --
- 14 A: Yes.
- 15 Q: -- over the computer?
- 16 A: Yes.
- 17 Q: You used your daughter's credit card to pay that?
- 18 A: Yes.
- 19 Q: And then the next payment you made to Permanent General
20 was \$90.96 when you reinstated it?
- 21 A: Yes.
- 22 Q: And there was no other payment made to Permanent
23 General besides those two at any time?
- 24 A: The March 28th.
- 25 Q: That's the one at reinstatement?

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1 A: Yes.

2 Q: So you paid when you bought the policy and you paid
3 when you reinstated it?

4 A: I paid one before I reinstated and then I paid the
5 reinstatement fee.

6 Q: And the one you paid before the reinstatement was the
7 hundred dollars, or \$101?

8 A: No. The \$90.96.

9 Q: So you're telling me that you paid \$90.96 twice?

10 A: After the \$101 and on the 28th of March.

11 Q: Okay. I think we're saying the same thing but we're
12 not saying it in the same way.

13 A: Oh.

14 Q: So I want to try and make sure this is clear. You paid
15 \$90.96 on March the 28th?

16 A: Yes.

17 Q: Did you pay \$90.96 to Permanent General at any other
18 time?

19 A: I don't remember.

20 Q: Okay. And you paid \$101.20 to Permanent General at the
21 original purchase date?

22 A: Yes, sir.

23 Q: Now, to the best that you recall you paid only those
24 two payments, \$90.96 on the 28th of March and \$101.20
25 on the 13th of February?

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1 A: Yes, sir.

2 Q: Okay.

3 A: Am I allowed to ask you a question?

4 Q: Unfortunately you're not.

5 A: Oh, okay.

6 Q: Did you review the answer and counterclaim that
7 Mr. Budman filed in this case before he filed it?

8 A: Rephrase that for me please.

9 Q: You understand that I filed a document with the court
10 and it's called a declaratory judgment complaint?

11 A: Yes.

12 Q: And that says basically that Permanent General thinks
13 that the policy that you had doesn't provide coverage
14 for the accident and sort of sets out the reasons why?

15 A: Yes.

16 Q: You know about that?

17 A: Yes, sir.

18 Q: And then in response to that document your attorney
19 filed a document called an answer and counterclaim.
20 And basically what that says is we think Permanent
21 General is wrong and that there is coverage for this
22 accident under this policy.

23 A: Yes, sir.

24 Q: Did you review that document that he filed before he
25 filed it?

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1 A: No, sir.

2 Q: Okay. I'll represent to you that in that document one
3 of the things that Mr. Budman has alleged on your
4 behalf is that Permanent General was unreasonable in
5 the way that they handled this claim. Do you think
6 that Permanent General was unreasonable in any way?

7 A: Yes, sir.

8 Q: And what is the unreasonable conduct that Permanent
9 General did?

10 A: Ms. Hembree never returned any of my phone calls when I
11 called her to ask her questions about did she ever go
12 and check the car out.

13 Q: All right. I'm going to ask you some questions about
14 that. The phone calls that you made to Ms. Hembree
15 were made after this lawsuit was initiated. Is that
16 true?

17 A: No, sir.

18 Q: All right. When did you make phone calls to
19 Ms. Hembree that were not returned?

20 A: After the accident.

21 Q: Did you make those phone calls to Ms. Hembree before or
22 after you hired Mr. Budman to be your attorney?

23 A: Before.

24 Q: So Ms. Hembree at some point did not return a phone
25 call -- was it one phone call or multiple phone calls?

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- 1 A: Multiple.
- 2 Q: And those phone calls were -- well, let me say it a
3 different way. The reason you were calling her was to
4 find out what happened to the car?
- 5 A: Yes, sir.
- 6 Q: And did you leave her messages when you would call?
- 7 A: Yes, sir.
- 8 Q: Do you remember how many times you called?
- 9 A: Not exactly. No, sir.
- 10 Q: More than two?
- 11 A: Yes, sir.
- 12 Q: How many times have you spoken to Ms. Hembree?
- 13 A: Once when I was here.
- 14 Q: So there was a phone call where she called and kind of
15 interviewed you sort of like what I'm doing today?
- 16 A: Yes.
- 17 Q: And you were here in Mr. Budman's office?
- 18 A: Yes, sir.
- 19 Q: And that's the only time you've ever talked to her?
- 20 A: Yes, sir.
- 21 Q: There was a phone call that you made to Permanent
22 General on March the 28th. And you talked to somebody
23 but we don't know who that was?
- 24 A: Uh-huh (affirmative response).
- 25 Q: Is that a yes?

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1 A: Yes, sir.

2 Q: Okay. And bear with me for just one second. I think
3 I'm right about this. You tell me if I'm wrong. That
4 you spoke to Ms. Hembree on March the 30th, two days
5 after you called to make the reinstatement here in
6 Mr. Budman's office. Does that sound right to you?

7 A: I'm not sure.

8 Q: You're not sure. You will agree with me that the first
9 time anybody at Permanent General was aware of this
10 accident was March the 28th when you made the phone
11 call about the reinstatement?

12 A: Yes, sir.

13 Q: All right. Other than Ms. Hembree not returning your
14 phone calls, is there anything else that you think
15 Permanent General did that was unreasonable?

16 A: Yes, sir.

17 Q: And what is that?

18 A: Back in June of 2011 when I called to find out why they
19 sent a letter down to the DMV canceling my, suspending
20 my license because I was driving a vehicle with no
21 insurance.

22 Q: So you don't like the fact that Permanent General
23 notified the DMV that your policy had been canceled?

24 A: No, sir.

25 Q: That's your beef with Permanent General so to speak?

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- 1 A: I don't have a beef with them.
- 2 Q: Okay. That's what you think that they did that was
3 unreasonable?
- 4 A: Yes, sir. And, well, at that time I was trying to get
5 the information from them to give to the DMV office to
6 show that I had already turned in my tags.
- 7 Q: You were trying to get that information from Permanent
8 General?
- 9 A: No. I needed a letter stating that I didn't have the
10 tags any more which would be that the insurance was
11 already canceled.
- 12 Q: Why would Permanent General have information that you
13 didn't have a car tag any more?
- 14 A: Because down at the DMV office they said I needed a
15 letter from the insurance company stating that the car
16 was already totaled.
- 17 Q: Okay.
- 18 A: And we didn't have the Buick any more.
- 19 Q: And you didn't get that letter from Permanent General?
- 20 A: They sent me a letter stating that they wasn't sure who
21 the car belonged to.
- 22 Q: So Permanent General sent you a letter that said
23 Permanent General didn't know who the car belonged to?
- 24 A: Yes, sir.
- 25 Q: Well, the car actually belonged to Kayla; correct?

1 A: Yes, sir.

2 Q: And it was titled in her name?

3 A: Yes, sir.

4 Q: Okay. And you knew that?

5 A: Yes, sir.

6 Q: Even if Permanent General didn't?

7 A: Permanent General should have known.

8 Q: How would Permanent General know who was the titled
9 owner to the car?

10 A: Because Kayla purchased the car at the time in her
11 name.

12 Q: Did you tell somebody at Permanent General that?

13 A: We did all that at Crazy J's.

14 Q: Okay. Was Permanent General provided a copy of the
15 title to your knowledge?

16 A: Not that I know of.

17 Q: Okay. I guess what I'm trying to figure out is why it
18 was unreasonable for Permanent General to send you a
19 letter that said they didn't know who owned the car.

20 A: Because of the letter that they sent me the DMV said
21 they couldn't accept that. They would have to contact
22 somebody in the corporate office at the DMV to give
23 them the correct information.

24 Q: But you're not contending that that letter was untrue,
25 are you?

- 1 A: What, the one that I received?
- 2 Q: The one that Permanent General sent that said we don't
- 3 know who owns the vehicle. You don't say that that's
- 4 not true, do you?
- 5 A: What's not true?
- 6 Q: That Permanent General didn't know who owned the
- 7 vehicle.
- 8 A: I don't really know how to answer that.
- 9 Q: Let me ask it a different way. Do you believe that
- 10 when Permanent General told the DMV they didn't know
- 11 who owned the vehicle that that statement was not true?
- 12 A: I will say yes.
- 13 Q: Okay. Why do you believe that that statement was
- 14 untrue?
- 15 A: Because they had all the information stating that Kayla
- 16 was the policyholder.
- 17 Q: You also were a policy, an insured on the policy; true?
- 18 A: Yes, sir.
- 19 Q: All right. What information did Permanent General have
- 20 that would have said that Kayla owned the vehicle
- 21 instead of say you owning the vehicle?
- 22 A: To my knowledge I would think they would have that
- 23 information when we did all the information at Crazy
- 24 J's.
- 25 Q: Did you provide them that information?

- 1 A: About Kayla being the owner?
- 2 Q: Yes, ma'am.
- 3 A: Of the car?
- 4 Q: Yes, ma'am.
- 5 A: No. Crazy J's secretary told them.
- 6 Q: Okay. All right. So we've got, right now we've got
- 7 two things. We've got that Melissa Hembree didn't
- 8 return your phone calls about where the car was and
- 9 that Permanent General sent a letter to the DMV saying
- 10 they didn't know who owned the car?
- 11 A: Yes.
- 12 Q: Is there anything else that Permanent General did that
- 13 you think was unreasonable?
- 14 A: No.
- 15 Q: Another thing that was alleged in your pleadings with
- 16 the court was that Permanent General provided you
- 17 documents that were contradictory about how, about
- 18 whether there was coverage for the accident.
- 19 A: Yes, sir.
- 20 Q: All right. What documents did Permanent General
- 21 provide you that were contradictory?
- 22 A: I, the documents on my car because the \$90.96 was the
- 23 coverage for my car.
- 24 Q: Uh-huh (affirmative response).
- 25 A: I never received any letters stating the coverage, the

1 money that I had to pay for Kayla's car.

2 Q: Okay. You agree with me that when you called Permanent
3 General on March the 28th and told them about the
4 accident they told you there was no coverage for the
5 car; right?

6 A: Correct.

7 Q: Or for the accident I mean.

8 A: Yes.

9 Q: And let me show you what I think is going to be our
10 last exhibit which is Exhibit Number Ten.

11 **(Plaintiff's Exhibit Number Ten was marked for**
12 **identification purposes.)**

13 Q: And it's a letter from Melissa Hembree to you. And
14 that letter says that they are looking to determine
15 whether there's coverage under the policy because of
16 the cancellation; right?

17 A: Yes, sir.

18 Q: And other than this letter Permanent General's
19 communication has been through Mr. Budman's office; is
20 that true?

21 A: Yes, sir.

22 Q: Okay. Do you have any document that they, or a letter
23 that they've sent to Mr. Budman that says there was
24 coverage for the car or that the policy was not
25 canceled?

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1 A: If I have any letter?

2 Q: Yes, ma'am. Have you seen any letter that was sent
3 either to you or to Mr. Budman that says there is
4 coverage for the accident?

5 A: No, sir.

6 Q: Okay. So my question is what are the documents that
7 are contradictory about whether there's coverage for
8 this accident?

9 A: Because every time I called and asked about the policy,
10 when I first called and spoke to someone, the lady told
11 me that whoever took the information at Crazy J's
12 didn't complete the application correctly.

13 Q: Okay. What does that have to do with whether there's
14 coverage for the accident or not?

15 A: Because the lady at Permanent General told me that they
16 didn't have all the information they needed.

17 Q: Okay. And based on the fact that they didn't have all
18 the information they needed they weren't going to
19 provide coverage for the accident. Is that what they
20 told you?

21 A: No, sir.

22 Q: What did they tell you?

23 A: She said that she took all the information and got
24 Kayla's license number. And then she put it in her
25 computer the correct way.

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- 1 Q: And they did that when you reinstated the policy on
2 March the 28th?
- 3 A: No, sir.
- 4 Q: When did they do that?
- 5 A: When I spoke to someone on the 22nd.
- 6 Q: I thought we -- maybe we need to go back down this
7 road. Did you speak to someone at Permanent General on
8 both the 22nd and the 28th?
- 9 A: Yes, sir.
- 10 Q: All right. On the 22nd did you advise someone at
11 Permanent General that Kayla and Cierra had been
12 involved in an automobile accident?
- 13 A: No, sir.
- 14 Q: And the accident had already happened at that time;
15 right?
- 16 A: Yes, sir.
- 17 Q: Did Permanent General call you or did you call them on
18 the 22nd?
- 19 A: I called them.
- 20 Q: And what was the purpose of that call?
- 21 A: To find out about the coverage on Kayla's car.
- 22 Q: And at that time what did they tell you about the
23 coverage on Kayla's car?
- 24 A: She said the information was not correct and that she
25 needed to get more information. And she said I had

1 time to pay the car insurance.

2 Q: So whoever you talked to with Permanent General on
3 March the 22nd told you that you had some time left to
4 pay your policy premium?

5 A: Yes, sir.

6 Q: Okay. But you didn't tell her about the accident?

7 A: No, sir.

8 Q: So did she tell you that if you paid the premium there
9 would be coverage?

10 A: At that time I spoke with her?

11 Q: Yes, ma'am.

12 A: Yes, sir. She said everything was still okay.

13 Q: How could she tell you that there would be coverage for
14 the accident if you didn't tell her that the accident
15 happened?

16 A: I didn't tell her about an accident.

17 Q: Exactly. That's my point. If you didn't tell her
18 about the accident she couldn't possibly have told you
19 that the accident would be covered.

20 A: No. I didn't spoke to her about the accident.

21 Q: Okay. Any other contradictory statements?

22 A: No, sir.

23 Q: You have also alleged in your complaint that you are
24 entitled to, or in your counterclaim that you are
25 entitled to consequential damages. Have you been

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- 1 damaged in some way as a result of this insurance
2 coverage dispute?
- 3 A: Oh, yes.
- 4 Q: And what are the damages that you've sustained?
- 5 A: Depression. I've been hospitalized a couple of times.
- 6 Q: And you are depressed, and I don't mean to cause you to
7 be upset today, but you are depressed because of
8 Cierra's passing?
- 9 A: Yes, sir.
- 10 Q: And not depressed because of the insurance coverage
11 dispute?
- 12 A: In between all that.
- 13 Q: Okay. When were you hospitalized?
- 14 A: Back in September of this year, of last year.
- 15 Q: September of 2011?
- 16 A: Yes.
- 17 Q: And where were you hospitalized?
- 18 A: Medical University of South Carolina.
- 19 Q: And what were you hospitalized for?
- 20 A: My diabetes went up.
- 21 Q: Okay.
- 22 A: And I was in ICU.
- 23 Q: How long were you in ICU?
- 24 A: For a day.
- 25 Q: What caused the diabetes flare-up?

- 1 A: They said I was not eating correctly and my AC1 level
2 was off.
- 3 Q: Before September when you had to go to the hospital,
4 had you been to any doctor or counselor because of your
5 emotions related to Cierra's death?
- 6 A: No, sir. I spoke to someone there.
- 7 Q: You spoke to someone?
- 8 A: At that time.
- 9 Q: In September?
- 10 A: At that time in September. Yes.
- 11 Q: Since September have you sought any counseling or
12 psychological treatment?
- 13 A: Just with my pastor at the church.
- 14 Q: Okay. Are you on any medication besides your diabetes
15 medication?
- 16 A: High blood pressure.
- 17 Q: Okay.
- 18 A: And iron pills.
- 19 Q: Iron pills?
- 20 A: Yes, sir.
- 21 Q: Okay. Any other damages?
- 22 A: No, sir.
- 23 Q: Let me talk to Mr. Budman for a minute.
- 24 A: Okay.
- 25 Q: I think we might be about done.

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1 (Break - 11:31 a.m.-11:32 a.m.)

2 Q: Ms. Givens, let's take a four or five minute break and
3 I'm going to read through and make sure I've asked you
4 everything I want to ask you and then we're going to be
5 done.

6 A: Okay.

7 (Break - 11:32 a.m.-11:37 a.m.)

8 Q: Ms. Givens, I do have just a couple more things. When
9 you called on the 22nd of March, was part of the reason
10 for that call related to whether Kayla should be an
11 insured on the policy?

12 A: No, sir.

13 Q: In other words -- okay. Let me ask it a different way.
14 I understand your answer is no. Prior to that phone
15 call did you receive any correspondence from Permanent
16 General asking why Kayla was not listed as an insured
17 or a driver?

18 A: On my policy?

19 Q: Yes, ma'am.

20 A: No, sir.

21 Q: Okay.

22 (Plaintiff's Exhibit Number Eleven was marked for
23 identification purposes.)

24 Q: Exhibit Eleven is a document entitled payment voucher
25 to be returned with your payment. It's dated, here it

- 1 is, February 12, 2011. And it shows \$90.96 is due
2 before March 12, 2011. Is that right?
- 3 A: That's what this says.
- 4 Q: That's what this says. Did you ever receive this?
- 5 A: No, sir.
- 6 Q: You don't remember getting this?
- 7 A: Huh-uh (negative response).
- 8 Q: That's a no?
- 9 A: No, sir.
- 10 Q: And it was sent to 3108 Thomas Jones Road?
- 11 A: Yes.
- 12 Q: On Johns Island?
- 13 A: Yes, sir.
- 14 Q: And that's the correct address?
- 15 A: Yes, sir.
- 16 Q: But you don't recall getting it?
- 17 A: No, sir.
- 18 Q: Have you ever read the statute that Mr. Budman has made
19 the argument on your behalf that says the policy must
20 be in effect for 30 days? Have you ever read that
21 statute?
- 22 A: I'm not sure what you're talking about.
- 23 Q: Okay. There is a law in South Carolina that was passed
24 by the legislature that deals with how long policies,
25 insurance policies have to be in effect. And that's

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1 part of the reason we have this dispute is what does
2 that law actually mean. Have you ever read the law?

3 A: No, sir.

4 Q: Okay. All right, Ms. Givens. That's all the questions
5 I've got for you. I don't know if Mr. Budman has any
6 or not.

7 MR. SMITH: I do. I do. Just a few questions.

8 **EXAMINATION BY MR. BUDMAN:**

9 Q: This document that Mr. Neil just showed you,
10 Plaintiff's Exhibit Eleven, you say you had never seen
11 this before?

12 A: I'm not sure.

13 Q: Okay. It says current amount due on or before March
14 the 12th 2011 of \$90.96. What did you understand that
15 amount?

16 A: For my vehicle.

17 Q: When you say your vehicle, which vehicle is that?

18 A: The Ford Taurus.

19 Q: And did you believe that you owed \$90.96 for insurance
20 on the Ford Taurus because that's what the
21 documentation from Permanent General said --

22 A: Yes, sir.

23 Q: -- you owed on it?

24 MR. DRIGGERS: Object to the form.

25 A: Yes, sir.

1 Q: Let me show you this. I'm showing you Plaintiff's
2 Exhibit Number Six that's dated, let's see, March the
3 10th of 2011. And it shows only you as the drivers
4 slash household members. But it has both vehicles.
5 And it has a premium due of \$638. And could you mark
6 that, please, Lyn?

7 **(Defendant's Exhibit Number One was marked for**
8 **identification purposes.)**

9 Q: I'm going to show you what's marked as Defendant's
10 Exhibit Number One and ask you if it looks like the
11 same document.

12 A: No, sir.

13 Q: What's different about it?

14 A: It has Kayla's name.

15 Q: All right. Is Defendant's Exhibit Number One that has
16 Kayla's name on it dated March the 29th of 2011?

17 A: Yes, sir.

18 Q: Do you know why -- or, well it also has a total premium
19 due of \$315. Do you know what happened that might have
20 caused this change?

21 A: No, sir.

22 Q: Okay. Did you talk to Permanent General on the 22nd of
23 March?

24 A: Yes, sir.

25 Q: What was the purpose of that call?

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1 A: To find out about Kayla's policy.

2 Q: Right. And prior or before March the 22nd had you ever
3 received a bill or an invoice for a premium on the
4 Buick?

5 A: No, sir.

6 Q: Okay. Is that why you were calling Permanent General?

7 A: Yes, sir.

8 Q: Okay. Do you think that it was, that it is
9 unreasonable for Permanent General to not pay your
10 claim for injuries to your daughter Cierra? Do you
11 believe that's unreasonable for them to not pay you?

12 MR. DRIGGERS: Object to the form.

13 A: Yes, sir.

14 Q: Do you believe that it's unreasonable for Permanent
15 General to not pay for the property damage to the
16 Buick?

17 A: Yes, sir.

18 MR. DRIGGERS: Same objection.

19 Q: Do you believe it's unreasonable for Permanent General
20 to have received your claim for damages in April and
21 not promptly respond to your claim?

22 A: Yes, sir.

23 Q: Let me show you this. Let me show you Plaintiff's
24 Exhibit Number Four. Do you remember what that
25 document is?

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- 1 A: Yes, sir.
- 2 Q: Okay. Does this document say when the insurance
3 becomes effective?
- 4 A: Yes, sir.
- 5 Q: What's the date that it says effective?
- 6 A: February 21st.
- 7 Q: Of what year?
- 8 A: 2011.
- 9 Q: And does that document on Plaintiff's Exhibit Four
10 state when the binder expires?
- 11 A: Yes, sir.
- 12 Q: What date is that?
- 13 A: 3/24/2011.
- 14 Q: And what was the date of the accident with Kayla and
15 Cierra?
- 16 A: 3/19/2011.
- 17 Q: Do you recall whether or not on the 22nd of March when
18 you spoke to Permanent General that they inquired about
19 Kayla's driver's license?
- 20 A: Yes, sir.
- 21 Q: What did they want to know about her driver's license?
- 22 A: They didn't have the number documented.
- 23 Q: Okay. Did you give it to them?
- 24 A: Yes, sir.
- 25 Q: And did they talk to you about when the premium would

1 be due for the Buick?

2 A: No, sir.

3 Q: Okay. On Plaintiff's Exhibit Nine you counted out 30
4 days from February the 13th to March the 14th; right?

5 A: Yes.

6 Q: What's the day that y'all purchased the Buick?

7 A: February 21st.

8 Q: And if we counted out 30 days from February the 21st
9 would we come out with, to March the 24th?

10 A: Yes, sir.

11 Q: And is that the date that the binder says the policy is
12 to expire?

13 A: Yes, sir.

14 Q: Thank you. That's all the questions that I have.

15 **RE-EXAMINATION BY MR. NEIL:**

16 Q: When you talked to Permanent General on March the 22nd
17 did you ask when the premium would be due for the
18 Buick?

19 A: Yes, sir.

20 Q: What did they tell you?

21 A: They said everything was okay at that time.

22 Q: Did they tell you when the premium would be due?

23 A: No, sir.

24 Q: When you made the claim for damages arising out of the
25 accident, Permanent General has in fact responded to

- 1 that claim, haven't they?
- 2 A: Rephrase it for me please.
- 3 Q: You made a claim for damages --
- 4 A: Uh-huh (affirmative response).
- 5 Q: -- arising out of the accident sometime in March or
- 6 April of 2011. Isn't that correct?
- 7 A: Yes, sir.
- 8 Q: And Mr. Budman asked you if you thought it was
- 9 unreasonable that they had not responded to the claim.
- 10 And in fact Permanent General has responded to the
- 11 claim. And they've told you that they don't have
- 12 coverage for the claim. Isn't that true?
- 13 A: Yes, sir.
- 14 Q: And they told you by March the 30th according to
- 15 Exhibit Ten that they believed that your policy was
- 16 canceled and that it would not provide any coverage for
- 17 the claim. I'm sorry. 2011. Not 2010. But in that
- 18 letter that we've marked as Exhibit Ten they told you
- 19 that they thought your policy was canceled and there
- 20 would not be coverage for the claim; true?
- 21 A: Yes, sir.
- 22 Q: On Defendant's Exhibit One which is the Exhibit One
- 23 with the blue sticker, they have added Kayla as a
- 24 driver. Did you understand that this \$315 premium was
- 25 what needed to be paid so that Kayla could be insured

1 on the policy?

2 A: Not at that time.

3 Q: Do you understand that now?

4 A: This was what I would have to have paid?

5 Q: Do you understand that \$315 was what you would have had
6 to pay to have Kayla added to this policy?

7 A: No, sir.

8 Q: You did not understand that?

9 A: No, sir.

10 Q: What did you think that \$315 was for?

11 A: I'm not sure.

12 Q: Okay. If I told you that that was to have Kayla added
13 to the policy would you have any reason to disagree
14 with me?

15 A: Yes, sir. Because nobody never explained it to me.

16 Q: Okay. I think that's all I've got. Thank you.

17 A: Okay.

18 **RE-EXAMINATION BY MR. BUDMAN:**

19 Q: I'm sorry. I've got to have some follow-up here.

20 Ms. Givens, on Defendant's Exhibit One would you read
21 this sentence at the bottom of the document?

22 A: This is not a bill. You will receive a separate
23 invoice in the near future.

24 Q: All right. And on Plaintiff's Exhibit Number Ten which
25 is the letter for March the 30th of 2011, would you

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1 read this sentence where my pen is pointing?

2 A: This is not a denial of coverage.

3 Q: And would you read this sentence down here at the
4 bottom of page one?

5 A: We will advise you of our coverage decision once our
6 investigation is complete.

7 Q: And did you ever receive a decision about their
8 coverage once their investigation was complete?

9 A: No, sir.

10 Q: Thank you.

11 **RE-EXAMINATION BY MR. NEIL:**

12 Q: All right. I hate to do this to you. But I'm going to
13 have to follow up as well.

14 MR. SMITH: All right.

15 Q: On March the 30th of 2011 you had already hired
16 Mr. Budman; isn't that true?

17 A: Yes, sir.

18 Q: And didn't Mr. Budman advise you that Permanent General
19 had denied the claim because the policy was canceled?

20 A: When I received this letter.

21 Q: You received a letter from Mr. Budman telling you that
22 Permanent General had denied your claim?

23 A: No. I received this from Ms. Hembree.

24 Q: And Mr. Budman told you even after this letter that
25 Permanent General had denied your claim; isn't that

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1 true?

2 MR. SMITH: I object to whatever I told her as
3 being privileged.

4 Q: Did you become aware subsequent to the receiving of
5 this letter that your claim had been denied because the
6 policy was canceled?

7 A: From the letter.

8 Q: Okay. And --

9 **(Plaintiff's Exhibit Number Twelve was marked for**
10 **identification purposes.)**

11 Q: What I've handed you we've marked as Defendant's
12 Exhibit Twelve. And it is dated April the 1st of 2011.
13 And it is telling you that you owe \$178.45; isn't that
14 true?

15 A: Yes, sir.

16 Q: And you would have received that after you received the
17 March 29 declarations page that we've marked or that
18 Mr. Budman has marked as Defendant's Exhibit One; true?
19 Is that true? You would have received this document
20 that is dated April 1 after you received this document
21 that's dated March 29?

22 A: Yes, sir.

23 Q: So in fact you did receive a bill for the premium and
24 you never paid it?

25 A: No. Because the car was already totaled.

1 Q: All right. But you never paid any premium after March
2 29, 2011?

3 A: Just when I reinstated.

4 Q: Right.

5 A: Yes.

6 Q: You never paid any premium related to adding Kayla to
7 the policy, did you?

8 A: No, sir.

9 Q: That's all I've got. Thank you.

10 A: Okay.

11 MR. SMITH: No more questions.

12 Further deponent sayeth not.

13 **(There being no further questions, the deposition concluded**
14 **at 11:55 a.m.)**

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	
	)	
Permanent General Assurance	)	
Company,	)	
	)	C/A NO. 2011-CP-10-4867
Plaintiff,	)	
	)	
vs.	)	
	)	
Karen D. Givens, individually	)	
and as Personal	)	
Representative of the Estate	)	
of E. Cierra Givens and	)	
Kayla Givens,	)	
	)	
Defendants.	)	

DEPOSITION OF

KAYLA GIVENS

Wednesday, January 11, 2012
12:15 p.m.-12:34 p.m.

The deposition of Kayla Givens, taken on behalf of the Plaintiff at the offices of Solomon, Budman & Strickler, LLP, One Poston Road, Suite 315, Charleston, South Carolina, on the 11th day of January, 2011, before Lyn Allen, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

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S T I P U L A T I O N

It is hereby stipulated and agreed by and between the parties hereto, through their respective attorneys of record, that this deposition is taken in accordance with the South Carolina Rules of Civil Procedure;

That the formality of READING AND SIGNING is specifically WAIVED;

That all objections, except as to the form of the questions and the responsiveness of the answers, are reserved until such time as this deposition, or any part thereof, may be used or is sought to be used in evidence.

- - -

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1 KAYLA GIVENS, being duly sworn, deposes and testifies as
2 follows:

3 MS. GIVENS - EXAMINATION BY MR. NEIL:

4 Q: Kayla, I told you just a few minutes ago my name is
5 Adam Neil. I'm an attorney. And I represent Permanent
6 General in this lawsuit. And I've got a couple of
7 questions to ask you. More than a couple. But not a
8 whole lot of questions to ask you. And we're going to
9 try to go quickly. It's generally about the purchase
10 of the Buick, the insurance policy that may or may not
11 cover it depending on how the court rules and a little
12 bit of background information about you. Obviously
13 this is a tragic circumstance and I don't intend to
14 really ask you any questions about the accident. So
15 maybe that will give you a little bit of comfort that
16 you don't have to deal with that.

17 A: Okay.

18 Q: But if you need to take a break at any point, please
19 let me know and we'll do that.

20 A: Okay.

21 Q: But I'm going to try to go fast so we can get you out
22 of here because I know this isn't what you want to be
23 doing today. You've never done this before I think?

24 A: No, sir.

25 Q: Okay. I'm going to ask you a question and I need you

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1 to give me an answer. If you don't understand my
2 question, then ask me to repeat it. If you don't
3 understand that, ask me to rephrase it again. I'll
4 repeat it or rephrase it as many times as you need me
5 to to make sure that you understand.

6 A: All right.

7 Q: Like the court reporter said, if I ask you a yes or a
8 no question I need you to say yes or no instead of head
9 shakes or head nods or uh-huhs or huh-uhs. And that's
10 not because I'm stupid. I know what you mean. She
11 needs to write it down. I may remind you that I need
12 you to say yes or no. And I'm not trying to tell you
13 what to say. I just want to make sure that we get the
14 answer correct. This is not like TV. If I ask you a
15 yes or a no question, you are allowed to explain what
16 your answer means.

17 A: Okay.

18 Q: So I need a yes or a no. But once you give me the yes
19 or no you can give any explanation that you want to
20 give after that.

21 A: Okay.

22 Q: If you need a break, just ask me and we'll stop. Have
23 you taken any medication, consumed any food or beverage
24 that would impair your ability to tell the truth?

25 A: No, sir.

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1 Q: And have you consumed any of those substances that
2 would impair your memory?

3 A: No, sir.

4 Q: What is your full name?

5 A: Kayla Brianna Givens.

6 Q: How do you spell your middle name?

7 A: B-R-I-A-N-N-A.

8 Q: What is your birthday?

9 A: 12/23/91.

10 Q: Happy birthday.

11 A: Thank you.

12 Q: It hasn't been that long ago. What is your Social
13 Security number?

14 A: 250-91-0320.

15 Q: Where do you work?

16 A: At The Station on Kiawah.

17 Q: That's a restaurant?

18 A: It's kind of. It's a convenience store. But we do
19 have a deli inside.

20 Q: How long have you worked there?

21 A: Since April 2011.

22 Q: Okay. And you live with your mother?

23 A: Yes, sir.

24 Q: And you have two uncles and a sister and a grandmother
25 that live with you?

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1 A: And a nephew.

2 Q: And a nephew. Are those the same people that lived
3 there when the accident happened?

4 A: My sister and her son wasn't there. But they moved
5 back home afterwards.

6 Q: Okay. Where did you go to high school?

7 A: St. Johns High.

8 Q: And you graduated from there?

9 A: Yes, sir.

10 Q: And after high school did you go on? Have you taken
11 any course work, college course work?

12 A: At Trident.

13 Q: Are you still a student at Trident?

14 A: No, sir.

15 Q: Did you get a certificate of degree of any kind from
16 Trident?

17 A: No, sir.

18 Q: Do you have any criminal record of any kind?

19 A: No, sir.

20 Q: And I'm not, I asked your mom those questions too. I'm
21 not singling you out. Do you have a history of being
22 treated for drug or alcohol abuse?

23 A: No, sir.

24 Q: Do you have any trouble reading or writing?

25 A: No, sir.

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- 1 Q: I didn't think so. Who is your dad?
- 2 A: Kenneth Smiley.
- 3 Q: And where does he live?
- 4 A: Off of River Road.
- 5 Q: In Charleston?
- 6 A: Yes, sir.
- 7 Q: Your mom told me that she thought that the names, the
- 8 last names of relatives that you guys have that live in
- 9 Charleston County would be Grant, Brown and Sease. Can
- 10 you think of any other last names of relatives that you
- 11 might have that live in Charleston?
- 12 A: That can be my family? Smileys with my dad.
- 13 Q: Smileys?
- 14 A: My dad.
- 15 Q: But other than the Smileys?
- 16 A: No, sir.
- 17 Q: Grants, Browns and Seases are going to be it?
- 18 A: Yes, sir.
- 19 Q: Where do you go to church?
- 20 A: Wesley United Methodist.
- 21 Q: With your mother?
- 22 A: Yes, sir.
- 23 Q: Do you belong to any other kind of social clubs or
- 24 organizations?
- 25 A: No, sir.

- 1 Q: Have you ever been in a lawsuit before where you were
2 sued or sued somebody else?
- 3 A: No, sir.
- 4 Q: You bought a 2003 Buick Century on February 21st of
5 2011; is that true?
- 6 A: Yes, sir.
- 7 Q: And before that your mother had a Ford Taurus that was
8 insured on a Permanent General policy. Were you aware
9 of that?
- 10 A: Yes, sir.
- 11 Q: And did you ever drive the Ford Taurus?
- 12 A: Yes, sir.
- 13 Q: And that was how you would get around before you bought
14 your own car?
- 15 A: Yes, sir.
- 16 Q: Has your driver's license ever been suspended for any
17 reason?
- 18 A: No, sir.
- 19 Q: What is your driver's license number if you know?
- 20 A: 101984 -- 101981484.
- 21 Q: 101981484?
- 22 A: Yes, sir.
- 23 Q: Okay. Did you buy the Buick?
- 24 A: Yes, sir. I did.
- 25 Q: With your own money?

- 1 A: Yes, sir.
- 2 Q: And I guess not totally with your own money because I
3 think there was a loan; is that right?
- 4 A: For the Buick?
- 5 Q: For the Buick.
- 6 A: No, sir. I think I got that after tax time. Or around
7 tax time.
- 8 Q: So there was no financing with the Buick?
- 9 A: I mean, I have to pay monthly payments.
- 10 Q: Right. That's what I meant.
- 11 A: Yeah.
- 12 Q: So you paid a down payment and then --
- 13 A: Yes, sir.
- 14 Q: -- it's a monthly --
- 15 A: Yes, sir.
- 16 Q: And your name was on the title to that car?
- 17 A: Yes, sir. It was.
- 18 Q: And you bought that car at Crazy J's in North
19 Charleston?
- 20 A: Yes, sir.
- 21 Q: And had you ever owned a car before that car?
- 22 A: No, sir.
- 23 Q: Were you present for a phone call that was made from
24 Crazy J's to Permanent General about obtaining
25 insurance for that car?

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1 A: Yes, sir. I was.

2 Q: And what do you remember about that phone call?

3 A: She spoke to the lady at Crazy J's. And she handed the
4 phone to me just to take my information. She didn't
5 explain anything to me or anything like that.

6 Q: When you say she you mean the person --

7 A: The person from Permanent General.

8 Q: Okay. And she asked you while you were on the phone
9 basically for your name and address --

10 A: Birthday. Yeah.

11 Q: -- and birthday and driver's license number and all
12 that kind of stuff?

13 A: Yes, sir.

14 Q: Was there a point where this conversation was on the
15 speakerphone?

16 A: No, sir.

17 Q: Why did you call Permanent General as opposed to any
18 other insurance company?

19 A: We checked around to check the prices. In order for it
20 to be the least expensive it was easier to add it on to
21 my mother's insurance.

22 Q: Okay. So if I understand you correctly, you guys
23 called several insurance companies from Crazy J's?

24 A: Yeah. Maybe one or two of them.

25 Q: And ultimately decided to add your car to your mother's

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1 policy because that was the least expensive?

2 A: Yes, sir.

3 Q: Okay. At any time after you bought the Buick on
4 February 21st have you had a telephone conversation
5 with anybody from Permanent General?

6 A: No, sir.

7 Q: What was your understanding about what was going on
8 with -- well, let me ask this a different way. Who
9 spoke to the Permanent General representative? Was it
10 the lady at Crazy J's or your mom?

11 A: Both of them spoke to her. The lady at Crazy J's just
12 explained that I wanted to get insurance with them.

13 Q: Uh-huh (affirmative response).

14 A: And then after that she handed me the phone. And she
15 asked me for my information. And she spoke to my
16 mother.

17 Q: Do you remember what kinds of things she talked to your
18 mom about?

19 A: No. Not really.

20 Q: Since the accident have you had any conversations with
21 anybody at Permanent General about how the accident
22 happened or whether there was coverage for the car or
23 anything like that?

24 A: No, sir.

25 Q: Did you ever, you yourself ever pay any money to

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1 Permanent General as the premium for the insurance
2 coverage on the Buick?

3 A: No, sir.

4 Q: Tell me about any conversation you may have had with
5 the lady at Crazy J's about car insurance for the
6 Buick.

7 A: She just said it would probably be more if I got it by
8 myself because at that time I was only 18. So that's
9 basically it. And then we decided that I would get
10 insurance with my mother.

11 Q: So she suggested that you call Permanent General and
12 get the insurance through your mom's policy?

13 A: Yeah. She said it might be easier that way.

14 Q: Did you ever receive any letters or notices from
15 Permanent General?

16 A: No, sir. I didn't.

17 Q: Okay. And there are some letters and notices that your
18 mom got from Permanent General. And we've talked about
19 those in her deposition. Do you remember ever
20 reviewing any of those?

21 A: No, sir.

22 Q: Okay.

23 A: I may have seen them but I never reviewed them myself.

24 Q: Did she ever talk to you about paying the premium for
25 the coverage for your Buick?

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- 1 A: No, sir.
- 2 Q: Did you ever become aware that that policy was
3 canceled?
- 4 A: No, sir.
- 5 Q: Your mom never told you about that?
- 6 A: She told me like after.
- 7 Q: After the wreck?
- 8 A: After the accident.
- 9 Q: But before the accident were you ever aware that that
10 policy had been canceled?
- 11 A: No, sir.
- 12 Q: As far as you know has there ever been any problem with
13 getting mail at the 3108 Thomas Jones Road address?
- 14 A: No, sir.
- 15 Q: Never had any reason to believe that you're not getting
16 mail delivered?
- 17 A: No, sir.
- 18 Q: Were you present when your mom was pulled over by the
19 police and got a ticket for not having any insurance?
- 20 A: No, sir.
- 21 Q: Okay. Were you present when she went to your sister's
22 apartment and bought the Permanent General policy
23 initially?
- 24 A: Yes, sir.
- 25 Q: Were you involved in that transaction at all?

- 1 A: No, sir.
- 2 Q: Did you help her fill out the application or anything?
- 3 A: No, sir. My older sister did.
- 4 Q: Did you have a job in February of 2011?
- 5 A: Yes, sir. I did.
- 6 Q: Where were you working then?
- 7 A: Hess. The gas station.
- 8 Q: The gas station?
- 9 A: Yes, sir.
- 10 Q: Which location?
- 11 A: On Johns Island.
- 12 Q: Do you remember how much the purchase price of the
- 13 Buick was?
- 14 A: No, sir. I did put \$1800 down though.
- 15 Q: Do you remember what the monthly payment was supposed
- 16 to be?
- 17 A: I can't remember.
- 18 Q: Have you ever had any conversation with Mr. Budman
- 19 about this insurance coverage dispute?
- 20 A: No, sir.
- 21 Q: Have you ever met with Mr. Budman prior to today?
- 22 A: Yes, sir.
- 23 Q: When was that?
- 24 A: Last year. I don't remember the exact month.
- 25 Q: Do you remember what y'all talked about in that

1 conversation?

2 A: Just the accident or how I was doing.

3 Q: But during that conversation you and Mr. Budman didn't
4 talk about the Permanent General policy at all?

5 A: No, sir. We didn't.

6 Q: Has anybody, whether it's Mr. Budman or your mother or
7 somebody else, ever explained to you why Permanent
8 General says the policy does not provide coverage for
9 the accident?

10 A: No, sir.

11 Q: After the accident happened did your mother ever
12 request that you pay any premium to Permanent General
13 as it, for the purpose of having the policy reinstated?

14 A: No, sir.

15 Q: And you never paid any premium at all?

16 A: No, sir.

17 Q: Do you own a car now?

18 A: Yes, I do.

19 Q: And who provides the insurance on that car?

20 A: State Farm.

21 Q: Okay. When did you buy that car?

22 A: June 30th. June 29th 2011.

23 Q: What kind of car is that?

24 A: A Pontiac Grand Am GT.

25 Q: And you've got your insurance through State Farm?

Garber Reporting Service

Certified Court Reporters

Post Office Box 12348

Columbia, South Carolina 29211

(803) 256-4500

140

1 A: Yes, sir.

2 Q: And you pay your own insurance bill now?

3 A: Yes, sir. I do.

4 Q: I think that's all I've got. Thank you.

5 MR. BUDMAN: I have no questions.

6 Further deponent sayeth not.

7 (There being no further questions, the deposition concluded
8 at 12:34 p.m.)
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Garber Reporting Service

Certified Court Reporters

Post Office Box 12348

Columbia, South Carolina 29211

(803) 256-4500

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Permanent General Assurance Corporation Of Ohio

Automobile Insurance Application



POLICY NUMBER:	30-SC7623245
POLICY PERIOD:	02/13/11 10:39 PM CST - 08/13/11 12:01 AM CDT
POLICY TERM:	6 MONTHS

APPLICANT INFORMATION

Name KAREN D GIVENS
 Address 3108 THOMAS JONES RD
 JOHNS ISLAND, SC 29455-8969
 Primary Phone (843) 559-1512
 Alternate Phone (843) 714-3613
 Email Address MOLLY_GRANT720@HOTMAIL.COM

PRODUCER INFORMATION

Producer THE GENERAL AUTO INS SVCS, INC.
 Address P. O. BOX 305054
 NASHVILLE, TN 37230-5054
 Phone (800) 280-1466
 Code 998888
 Tier M

APPLICANT GARAGING ADDRESS (If different from mailing address)

COVERAGE AND LIMITS OF LIABILITY Coverage applies only where premium is indicated. WARNING: The policy does not cover loss to equipment not installed by the vehicles original manufacturer unless coverage for equipment is listed below under Custom Equipment. Include value and description for each item.

COVERAGE / LIMITS	VEHICLE 1	VEHICLE 2	VEHICLE 3	VEHICLE 4	VEHICLE 5	VEHICLE 6
Liability Bodily Injury - Property Damage (Per Person / Per Accident) \$25,000/\$50,000/\$25,000	\$433.00					
Uninsured Motorists Bodily Injury (Per Person / Per Accident) \$25,000/\$50,000	\$34.00					
Uninsured Motorists Property Damage (Per Accident) \$25,000 with \$200 Deductible	\$19.00					
Underinsured Motorists Bodily Injury (Per Person / Per Accident)	No Coverage					
Underinsured Motorists Property Damage (Per Accident)	No Coverage					
Medical Payments	No Coverage					
Rental Reimbursement	No Coverage					
Towing & Labor	No Coverage					
Comprehensive/Collision	Deductible	No Coverage				
	Premium	No Coverage				
Custom Equipment	Coverage Amt	No Coverage				
	Premium	No Coverage				
Premium Sub-Total (Per Vehicle)	\$486.00					

SELECTED PAYMENT PLAN

20% DOWNPAY + 5 MONTHLY
 YOUR FIRST PAYMENT OF \$90.96 IS DUE BEFORE 03/13/2011.

SR-22 Filing Fee	\$0.00
MVR Fee	\$20.00
TOTAL	\$506.00
TOTAL DOWNPAYMENT	\$101.20
Fully earned installment fee included:	\$10.00

Visit our self service website at www.pgac.com/mypolicy

THIS APPLICATION BECOMES PART OF YOUR INSURANCE POLICY. 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 CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.



APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245

DRIVERS

Complete this section for all persons 14 or older living in your household and all other persons who use your vehicle on a regular basis.

	DRIVER NAME	DATE OF BIRTH	GENDER	MARITAL STATUS	RELATIONSHIP TO NAMED INSURED
1	KAREN D GIVENS	09/17/1967	FEMALE	SINGLE	NAMED INSURED
2					
3					
4					
5					
6					

	DRIVER LICENSE #	LICENSE STATUS	LICENSE STATE	SR-22	SOCIAL SECURITY #
1	4171898	ACTIVE	SC	NO	XXX-XX-8451
2					
3					
4					
5					
6					

DRIVING HISTORY

Identify all incidents, accidents, license suspensions and expirations during the previous 35 months for all drivers (include out of state).

DRIVER #	DATE	DESCRIPTION	PTS
1	06/03/09	SUSPENDED, EXPIRED, OR REVOKED LICENSE	0

POLICY NUMBER: 30-SC7623245

APPLICANT NAME: KAREN D GIVENS

VEHICLES			IDENTIFICATION # (VIN)
VEH #	YEAR	MAKE / MODEL / STYLE	
1	1999	FORD TAURUS LX	1FAFP52U0XA196471
2			
3			
4			
5			
6			

VEH #	TERRITORY	VEHICLE USE	SYMBOL	REGISTRATION STATE	ANNUAL MILEAGE	PRIOR DAMAGE
1	114	PERSONAL	310505008008	SC	7000	NO
2						
3						
4						
5						
6						

LH = Lien holder AI = Additional Interest

LIEN HOLDER(S)		TYPE
VEH #	NAME / MAILING ADDRESS	

APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245

DISCOUNTS/SURCHARGES			
LIABILITY ONLY DISCOUNT STAR LEVEL 45 DRV:1			
GENERAL QUESTIONS		NOTES AND SUPPLEMENTS - EXPLAIN ANSWERS	
1. Are any vehicles garaged outside the State for more than 60 days a year? <u>NO</u> 2. Are any vehicles owned by anyone other than a listed or excluded driver? <u>NO</u> 3. Are any listed vehicles used to conduct business, or to perform work or occupational requirements? <u>NO</u> Unacceptable business use for any listed vehicle includes but is not limited to: • Operation by or transportation of clients or employees • Delivery of products or services • Titled in a company name or provided by an employer • Display of a company logo 4. Has the Applicant or Applicant's spouse been previously cancelled by Permanent General for loss experience, convicted of insurance fraud/felony in the last 10 years, and/or employed in illegal enterprise/occupations? <u>NO</u> 5. Are all household residents age 14 and older and all persons that may regularly or occasionally operate a vehicle listed or excluded on the application? (Example: military, college students, etc.) If "no", list them as operators or exclude. <u>YES</u> 6. Do you or any driver own any other motor vehicles not insured by Permanent General? <u>N/A</u>			
SERVICE FEES			
Installment	\$ 10.00	SR-22	\$ 20.00
Reinstatement	\$ 10.00	NSF	\$ 20.00
Convenience	\$ 3.00		

APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245

DRIVER EXCLUSION

EXCLUDED DRIVER	DATE OF BIRTH	GENDER	RELATIONSHIP TO NAMED INSURED	REASON DRIVER EXCLUDED

The undersigned agree such insurance as is afforded by the policy shall not apply with respect to any automobile or its use while such automobile is in the care, custody, or control of, or is being operated by any individual designated above.

APPLICANT'S SIGNATURE

NOT APPLICABLE

DATE

AUTHORIZATION FOR AUTOMATIC BANK DRAFT OR DEBIT / CREDIT CARD PAYMENT

I, the above named customer, hereby authorize the Company to originate charges to my bank account or debit / credit card for all payments related to this application for insurance, endorsements or renewal of the same. Either party may terminate this authorization and payment method at any time upon written notice.

APPLICANT'S SIGNATURE

NOT APPLICABLE

DATE

DOUBLE DEDUCTIBLE OPTION

I understand and agree that my premium has been reduced because I have selected an option to double my comprehensive and collision deductibles. I understand that the amounts shown on this application and policy declarations page will be doubled for the first 45 days of the policy period. This option applies to all vehicles listed on the application where comprehensive and collision coverage has been selected and is not available to a vehicle added after inception of the policy. I also understand that this provision will not apply to any future renewals of my policy.

APPLICANT'S SIGNATURE

NOT APPLICABLE

DATE

RESTRICTIVE ENDORSEMENT - Do not sign if Base Policy coverage is requested

I understand and agree that my premium has been reduced because I am purchasing an endorsement to the policy that excludes comprehensive and collision coverage when my vehicle is operated by anyone other than those persons specifically named on this application, declarations or endorsement to this policy as insured drivers. I also understand and agree that an insured driver giving permission to any other person (not listed as insured by this policy) to operate any vehicle, does not extend coverage under this policy to such a person.

APPLICANT'S SIGNATURE

NOT APPLICABLE

DATE

RATE TIER DISCLOSURE NOTICE

The tier offering the absolute lowest premium level is not offered as a result of:

- ☐ Annual mileage of one or more vehicles
☒ Financial responsibility information

APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245

APPLICANT STATEMENT AND CERTIFICATION - READ BEFORE SIGNING

I hereby apply for a policy of insurance as set forth on this application on the basis of the information I have provided in this application. I have read this application in its entirety and represent that the statements and answers on this application are true and complete. I agree that any policy issued from this application shall be null and void from inception if any of these answers are false, incomplete, or given with the intent to deceive or if a check presented to the agent or the company is not honored by the bank upon which it is drawn.

- I state that all persons age 14 or over, whether licensed or unlicensed, who are members of my household, as well as persons operating any vehicle listed in this application on a regular or occasional basis are listed on this application. I understand and agree that in the event of an accident involving a driver not listed on my policy, my coverage may be denied because of material misrepresentation. I also understand and agree that I will promptly notify the Company of any driver changes or any change in residency for any driver that occurs during the policy period.
- I certify that all vehicles listed on this policy with an indication of "Personal" in the "Vehicle Use" box are used solely for pleasure. It is my duty to notify the Company if any of these vehicles may later be used for business.

I acknowledge that cancellations at my request will be cancelled short-rate, including non-payment of premium and/or fees on direct bill policies. I certify that no accident otherwise insurable under the policy requested has occurred on the date of this application. I understand the Company may order consumer reports or personal or privileged information concerning credit, personal characteristics, driving record, or loss history in connection with this application for a premium quotation or policy. It is not our policy to disclose this information collected except as permitted or required by law. At your request, we will provide the name and address of the consumer-reporting agency that furnished any of this information. At your request, we will provide you with more detailed information regarding our collection, use, and disclosure of personal information and your rights to access and correct such information. I acknowledge that losses and damages incurred prior to the receipt of down payment of the premium will not be covered under the policy. I understand failing to provide information or providing false information in this application or in the course of any claim may result in this policy being null and void and/or a denial of coverage. I agree that transactions with the Company in connection with this application and any policy issued in connection herewith may be conducted wholly or in part by electronic means pursuant to the South Carolina Uniform Electronic Transactions Act. I understand that this application forms part of the policy and any subsequent renewal of the policy.

APPLICANT'S SIGNATURE ☒

ELECTRONIC SIGNATURE ACCEPTED

KAREN D GIVENS

DATE 02/13/11 10:39 PM CST

☒ THE GENERAL AUTO INS SVCS, INC
SIGNATURE OF COMPANY APPROVED AGENT

DATE 02/13/11 10:39 PM CST

Permanent General Assurance Corporation Of Ohio

Instructions for Completion of Application



THE GENERAL
Permanent General Companies

POLICY NUMBER	30-SC7623245
EFFECTIVE DATE	02/13/11 10:39 PM CST - 08/13/11 12:01 AM CDT
POLICY TERM	6 MONTHS

When purchasing auto insurance there are some coverages and discounts that require additional information to be submitted. The items needed to complete the Underwriting of your policy are listed below along with an explanation of why they are needed.

We recommend that you print for your records a copy of your application, insurance ID cards, payment receipt, and SR22 (if applicable).

Application Signatures Required

Since you chose not to 'electronically sign' your application for insurance, you will need to print and sign a copy of the application and submit it to us in order to retain the policy. (POL0037)

- Additional Uninsured/Underinsured Motorist Coverage
- Applicant Statement

Please email, fax or mail the above documentation within 3 days. If you have any questions regarding this information, please contact one of our Customer Service Representatives at the number listed below.

Mailing Address:
PERMANENT GENERAL COMPANIES
P.O. BOX 305054
NASHVILLE, TN 37230-5054

Phone #: 1-800-280-1466
Fax #: 1-800-467-8767
Email: Underwriting@pgac.com

Permanent General Assurance Corporation Of Ohio

Insurance Identification Card(s)

POLICY NUMBER:	30-SC7623245
POLICY PERIOD:	02/13/11 10:39 PM CST - 08/13/11 12:01 AM CDT
POLICY TERM:	6 MONTHS

Below are your vehicle identification cards. Please keep one in your wallet and one in your glove compartment. These identification cards are valid only when your policy is in force. The coverage provided by this policy meets the minimum liability insurance limits prescribed by law. Failure to comply may result in assessment of fines, revocation of registration privileges or restriction of renewal/issuance of a driver's license.

Thank you for allowing Permanent General to service your automobile insurance needs!

AUTOMOBILE INSURANCE IDENTIFICATION CARD

Policy Number: 30-SC7623245
Effective From: 02/13/11 10:39 PM CST
To: 08/13/11 12:01 AM CDT
Insured: KAREN D GIVENS



3108 THOMAS JONES RD
JOHNS ISLAND, SC 29455-8969
Vehicle: 1999 FORD TAURUS LX
1FAFP52U0XA196471

Agency: THE GENERAL AUTO INS SVCS, INC
P. O. BOX 305054
NASHVILLE, TN 37230-5054

Company: PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO
NAIC: 22906

AUTOMOBILE INSURANCE IDENTIFICATION CARD

Report all accidents to Permanent General as soon as possible.

All states: 1-800-280-1466

IN CASE OF AN ACCIDENT:

Please obtain the following information at the scene:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each driver / vehicle involved.

AUTOMOBILE INSURANCE IDENTIFICATION CARD

Policy Number: 30-SC7623245
Effective From: 02/13/11 10:39 PM CST
To: 08/13/11 12:01 AM CDT
Insured: KAREN D GIVENS



3108 THOMAS JONES RD
JOHNS ISLAND, SC 29455-8969
Vehicle: 1999 FORD TAURUS LX
1FAFP52U0XA196471

Agency: THE GENERAL AUTO INS SVCS, INC
P. O. BOX 305054
NASHVILLE, TN 37230-5054

Company: PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO
NAIC: 22906

AUTOMOBILE INSURANCE IDENTIFICATION CARD

Report all accidents to Permanent General as soon as possible.

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1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each driver / vehicle involved.

Permanent General Assurance Corporation Of Ohio

Instructions for Completion of Application

POLICY NUMBER	30-SC7623245
EFFECTIVE DATE	02/13/11 10:39 PM CST - 08/13/11 12:01 AM CDT
POLICY TERM	6 MONTHS



THE GENERAL
Permanent General Companies

No Follow-ups Required

No follow-up items are required. Thank you again for choosing the General for your auto insurance needs.

PERMANENT GENERAL COMPANIES
P.O. BOX 305054
NASHVILLE, TN 37230-5054

Phone #: 1-800-280-1466
Fax #: 1-800-467-8767
Email: Underwriting@pgac.com

Permanent General Assurance Corporation Of Ohio

APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245



Payment Schedule

<u>Amount Due</u>	<u>Cancel Date</u>
\$90.96	03/13/11
\$90.96	04/13/11
\$90.96	05/13/11
\$90.96	06/13/11
\$90.96	07/13/11

Payment amounts are subject to change if there are any policy changes, or late fees incurred.

If the payment is not received before the cancel date, the policy will terminate.

If you fail to pay before the cancellation date, you may be eligible to make a payment to reinstate your policy. However, there will be no coverage for losses occurring between the cancel and reinstate date.

You can make your payments using any of the following options:

Online: www.pgac.com/mypolicy

Phone: 1-800-280-1466

Mail: P.O Box 305076
Nashville, TN 37230-5076

Permanent General Assurance Corporation Of Ohio

Receipt of Payment QUOTE NUMBER : 11590000

POLICY NUMBER	30-SC7623245
EFFECTIVE DATE	02/13/11 10:39 PM CST - 08/13/11 12:01 AM CDT
POLICY TERM	6 MONTHS



THE GENERAL
Permanent General Companies

INSURANCE POLICY RECEIPT OF PAYMENT

Insured Name: KAREN D GIVENS

Premium Total: \$486.00

Required Down: \$101.20

Pay Date / Time: 02/13/11 10:39 PM CST

Type of Receipt: NEW BUSINESS

Producer: THE GENERAL AUTO INS SVCS, INC

Paid By: AYLICIA M GIVENS PAID WITH CREDIT CARD XXXX-XXXX-XXXX-6490

Tracker Number: 1179141

Amount Paid:

\$101.20

The General Automobile Insurance Services, Inc., doing business as "thegeneral.com", as agent for Permanent General Assurance Corporation Of Ohio

Thank you for allowing us to serve your insurance needs!

APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245

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

OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE
AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

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

Under South Carolina law, an insurance company may refuse to write your automobile liability insurance for a number of reasons. If an insurance company decides to write your automobile liability insurance coverage, however, it must provide at least \$25,000 of bodily injury coverage for each person whom you may injure in any single accident and \$50,000 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide at least \$25,000 in property damage coverage for each accident you may cause. You may have seen these limits described as \$25,000/\$50,000/\$25,000 or 25-50-25. These limits are commonly known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a \$550 fee to drive uninsured. There is no requirement that an insurance company offer higher than minimum limits of automobile liability insurance coverage. If your insurance company does offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorist coverage and optional underinsured motorist coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

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

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

Insured's initials:

SIGNED

APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245

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

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

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

If you do not complete this form and return it to your insurance company or insurance agent within 30 days, your insurance company is required by law to add additional uninsured motorist coverage and optional underinsured motorist coverage, in the same limits as your automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be canceled for non-payment of that additional premium.

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

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

Office of Consumer Services
South Carolina Department of Insurance
Capitol Center, 1201 Main Street, Suite 1000
Columbia, South Carolina 29201
Post Office Box 100105
Columbia, South Carolina 29202-3105
(803) 737-6180
(800) 768-3467
E-mail Address: CnsmMail@doi.sc.gov

Insured's initials: SIGNED

APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245

Offer of Additional Uninsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$25,000/\$50,000/\$25,000 are automatically provided by your insurance policy. If you select additional uninsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits:

Limits of Coverage

\$25,000 / \$50,000 / \$25,000
\$50,000 / \$100,000 / \$25,000
\$50,000 / \$100,000 / \$50,000
\$100,000 / \$300,000 / \$50,000
\$100,000 / \$300,000 / \$100,000

Amounts of Increased Premium

These increased premium charges will be pre-filled prior to your decision and signature.

\$53.00 (Automatically Included)
Limits Not Available
Limits Not Available
Limits Not Available
Limits Not Available

Your policy's Liability Coverage Limits: \$25,000/\$50,000/\$25,000

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

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

ELECTRONIC SIGNATURE ACCEPTED

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

I select \$25,000/\$50,000/\$25,000 limits of additional uninsured motorist coverage.

APPLICANT NAME: KAREN D GIVENS

POLICY NUMBER: 30-SC7623245

Offer of Optional Underinsured Motorist Coverage

Minimum uninsured motorist coverage limits of \$25,000/\$50,000/\$25,000 are automatically provided by your insurance policy. If you select optional underinsured motorist coverage, an additional premium will be charged. The schedule below indicates the premium charges for minimum and increased limits.

Limits of Coverage

\$25,000 / \$50,000 / \$25,000
\$50,000 / \$100,000 / \$25,000
\$50,000 / \$100,000 / \$50,000
\$100,000 / \$300,000 / \$50,000
\$100,000 / \$300,000 / \$100,000

Amounts of Increased Premium

These increased premium charges will be pre-filled prior to your decision and signature.

\$46.00
Limits Not Available
Limits Not Available
Limits Not Available
Limits Not Available

Your policy's Liability Coverage Limits: \$25,000/\$50,000/\$25,000

Do you wish to purchase optional underinsured motorist coverage? Yes _____ No x

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

ELECTRONIC SIGNATURE ACCEPTED

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

I select NONE/NONE/NONE limits of optional underinsured motorist coverage.

Applicant's Acknowledgment

By my signature, I acknowledge that I have read -- or I have had read to me -- the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under either of these coverages is subject both to the terms and conditions of my automobile insurance policy and the laws of the State of South Carolina.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding pages have been selected by me. This is the type and amount of insurance coverage I wish to purchase.

Type or print your name: KAREN D GIVENS Today's Date: 02/13/11 10:39 PM CST

Your signature:

ELECTRONIC SIGNATURE ACCEPTED

Your address:

3108 THOMAS JONES RD

JOHNS ISLAND, SC 29455-8969

Permanent General Privacy Policy

Your privacy is important to us. At Permanent General, we are committed to protecting the confidentiality of the personal information that you provide to us.

Please read this to learn how we will handle personal information that you provide to us concerning yourself and other persons insured under your policy.

Types of Information We Collect and Disclose

We need non-public personal financial and health information about you, your family and your property in order to issue you a policy, service the policy after it is issued, and handle claims that are made by or against you. Non-public personal financial and health information is defined as information not generally available to the public. We collect this information in a number of ways, including the following:

Information that you give us when you apply for a policy or make a policy change. When you apply for a policy in person, over the phone, or on the internet we record the information that you give on an application form. We do the same thing when you request a policy change. The information we obtain this way may include your name, address, and telephone number, driver's license number, social security number, date of birth, length of employment, gender, marital status, prior insurance information, home ownership, length of residency, vehicle descriptions, miles driven and vehicle use, other drivers, and driving history.

Information that we acquire in the course of doing business with you. This is information about your transactions with our company and with other companies. It may include your insurance coverage selections and premiums, payment and claims history, and information necessary for billing and payment. It may also include additional information used to adjust, investigate, settle, and defend insurance claims, such as health information, witness statements, and police reports.

Information that we acquire from third parties. This is information we receive from consumer reporting agencies, and is used to confirm or supplement information you have provided to us on your application. It may include motor vehicle reports, claims history reports, and credit report information.

Information that we acquire from our Web site. We do not collect identifiable personal information on our Web site during our quoting process. We only collect information about you when you decide to proceed with purchasing insurance at which point we ask you to complete an on-line application. At this point in the process, we will ask you to enter an email address and password. While we create "cookies" while you are on our Web site, the "cookie" is only used for that particular session and is in no way linked to any personally identifiable information. Once you close your browser, the cookie terminates. We use IP (Internet Protocol) addresses to analyze trends, administer the site, track user movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. For additional information concerning our Web site privacy practices, please visit us at www.thegeneral.com.

Parties to Whom We Disclose Information

We disclose information concerning past and present policyholders to third parties only to the extent permitted by law. The disclosures that we make are necessary to effect, administer or enforce a transaction that you have requested or authorized, to service an insurance policy issued to you, or to provide a service that you have requested or authorized.

We do not disclose non-public personal information to non-affiliated third parties except to the extent described above. This is our company policy. We will not change this policy without giving you advance notice.

Confidentiality & Security

We restrict access to non-public personal information about you to those employees and other parties who must use that information to provide products or services to you. Their right to further disclose and use the information is limited by our employee code of conduct, applicable law, and nondisclosure agreements where appropriate. We also maintain physical, electronic, and procedural safeguards in compliance with applicable laws and regulations to guard your personal information against unauthorized disclosure or use.

FAIR CREDIT REPORTING ACT NOTICE REGARDING YOUR POLICY PREMIUM

In compliance with the Fair Credit Reporting Act, 15 USC § 1681, we are informing you that your policy rate is based in part on information contained in a consumer report obtained from a consumer-reporting agency. The amount that you are charged for your policy is based on rates that we have on file with the Department of Insurance in your state. The consumer-reporting agency will not be able to tell you how your rate is determined, but you may wish to review the information that they supply to us. You may obtain a free copy of the consumer report if you contact the consumer-reporting agency no later than sixty (60) days after receipt of this notification. You have the right to dispute, with the consumer reporting agency, the accuracy or completeness of any information contained in the report. This information should be requested from:

LexisNexis Consumer Center
PO Box 105108
Atlanta, GA 30348-5108
1-800-456-6004
www.consumerdisclosure.com

We have secured your credit score from the above consumer-reporting agency. Your insurance premium, for the current term of coverage, has been evaluated in consideration of the reported score. The following factors have been identified in the credit score and contributed to the indicated premiums:

Please be advised that you also have the right to request that we re-evaluate any corrected information from the consumer-reporting agency to determine whether a premium adjustment is required. You may make this request by contacting your Insurance Agent or by writing our Policyholder Service Center at:

Permanent General Companies
PO Box 305054
Nashville, TN 37230-5054
1-800-280-1466

Please include your policy number and the reason for your request to re-evaluate.

Code	Explanation
------	-------------

3990	# Accts Bad Debt in Last 24 Mos or Derog Pub Rec or Collection No Bad Debt Accts last 2 yr or no Derog Pub Recs or no Collection is Better Having no delinquent activity on file is better. Delinquencies stay on your credit report for seven years. A Chapter 7 bankruptcy remains on your credit report for 10 years.
------	--

3122	Time Since Most Recent Derogatory Public Record is 7 Months or Less Having no Derogatory Public Record is Better
------	---

1. What information is this message derived from? The score considers how long ago a derogatory public record event occurred. Derogatory public records include bankruptcies (date filed), liens (date filed), garnishments (date filed), judgments and suits (date filed).

2. How does this affect my insurance risk score? Insurance industry research shows that consumers with adverse public records have more insurance losses.

3. What can I do to improve this aspect of my score? As these items age, the impact on the score decreases. The amount associated with these items, regardless of whether or not you are paying them off or have satisfied such items does not affect the score. Once the item has aged and it is purged from the credit report, it will no longer impact the score. Derogatory public records stay on your credit report for seven years with the exception of a chapter 7 bankruptcy which stays on your credit report for ten years.

3927	Insufficient Information on Bank Revolving Accounts
------	---

Policy: SC7623245

Code **Explanation**

- 3927** **No Bank Revolving Accounts on File**
There are no bank revolving accounts on file. A bank revolving account is one such as a Visa, Mastercard, etc. account.
- 3908** **Insufficient Information on Auto Financing Accounts.**
Auto Financing Accounts are no Longer Active or they are Closed.
There are auto finance accounts on file but they indicate that they are closed or no longer active.
An auto finance account is one with credit institutions such as GMAC, Ford Motor Credit, etc.



Thank you for allowing Permanent General to service your automobile insurance needs! Sign up today for online account access at www.pgac.com/mypolicy. On our secure website you can check your next payment due date and amount, make a payment, request ID cards, view transaction history, invoices and more!

Below are your vehicle identification cards. Please keep one in your wallet and one in your glove compartment. These identification cards are valid only when your policy is in force. The coverage provided by this policy meets the minimum liability insurance limits prescribed by law. Failure to comply may result in assessment of fines, revocation of registration privileges or restriction of renewal / issuance of a driver's license.

INSURANCE IDENTIFICATION CARD
Comp# State NAIC Code Insurance Company
30 SC 22906 PGAC OF OHIO
Policy: SC7623245 Policy Period: 02/13/2011 to 12:01 AM 08/13/2011
Year Make/Model Vehicle ID No.
1999 FORD TAURUS LX 1FAFP52U8XA196471
Agent: THE GENERAL AUTO INS SVCS, INC
(800)280-1466
Insured Name/Address: KAREN D GIVENS
3108 THOMAS JONES RD
JOHNS ISLAND SC 29455-8969

This policy meets the minimum liability insurance limits prescribed by law

VOID

This policy meets the minimum liability insurance limits prescribed by law

INSURANCE IDENTIFICATION CARD
Comp# State NAIC Code Insurance Company
30 SC 22906 PGAC OF OHIO
Policy: SC7623245 Policy Period: 02/13/2011 to 12:01 AM 08/13/2011
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Agent: THE GENERAL AUTO INS SVCS, INC
(800)280-1466
Insured Name/Address: KAREN D GIVENS
3108 THOMAS JONES RD
JOHNS ISLAND SC 29455-8969

This policy meets the minimum liability insurance limits prescribed by law

VOID

This policy meets the minimum liability insurance limits prescribed by law

**THIS CARD MUST BE KEPT IN THE VEHICLE
AND PRESENTED UPON DEMAND**

Report all accidents to Permanent General as soon as possible.

1-800-280-1466

IN CASE OF AN ACCIDENT:

Please obtain the following information at the scene of the accident:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each driver / vehicle involved.

www.pgac.com/mypolicy

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www.pgac.com/mypolicy

2/21/2011

PAYMENT VOUCHER TO BE RETURNED WITH YOUR PAYMENT

YOUR POLICY NUMBER	PAYMENT DUE BEFORE	CURRENT AMOUNT DUE	PAYOFF BALANCE	AMOUNT PAID
SC7623245	03/12/2011	\$90.96	\$414.80	

To pay by credit card, complete the following:

Credit Card #: ☐ Visa ☐ MC ☐ Discover ☐ American Express

Expiration Date: Mo. Yr. Amount: Signature:



30076232450090969

KAREN D GIVENS
3108 THOMAS JONES RD
JOHNS ISLAND SC 29455-8969

1AUTO000200098

PGAC OF OHIO
PO Box 305076
Nashville, TN 37230-5076

☐ Address / Telephone Change? Check
here and complete the reverse side

Please write your policy number on your check or money order.
Make payable to: Permanent General Companies, Inc.

Return the portion above with your payment

PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO Policy Period
Date: 2/21/2011 Installment Billing Invoice For Personal Automobile Policy 02/13/2011 to 08/13/2011

POLICY NUMBER	PAYMENT DUE BEFORE	CURRENT AMOUNT DUE
SC7623245	03/12/2011	\$90.96
PRODUCER	PRODUCER TELEPHONE NUMBER	
THE GENERAL AUTO TNS SVCS, INC	(800) 280-1466	

Last payment of \$101.20 credited on: 02/14/2011
Payoff Balance: \$414.80

Customer Service: 1-800-280-1466
Policy Information Hotline: 1-800-246-9618

You may make an immediate payment by credit card or check by calling Customer Service. Please have your bank or credit card information ready. **You may now pay instantly on-line with a check or credit card at <http://mypolicy.pgac.com>.** Your payment will be credited effective the moment it is accepted on-line.

We are now offering an automatic payment plan. Please see reverse of this invoice for details.

PLEASE READ THIS SECTION VERY CAREFULLY

Avoid Cancellation by making your payment before 03/12/2011.

In addition to this invoice, a notice of cancellation will be mailed to you at least fifteen (15) days before your policy cancels.

If payment is made after the cancellation date, your policy may be reinstated with a lapse in coverage. A \$10.00 Reinstatement Fee will apply to all policies where payment is made after the cancellation date.



NEW GARAGING ADDRESS

Address: _____ Apt # _____ City _____ State _____ Zip Code _____

NEW MAILING ADDRESS, if different than garaging address

Address: _____ Apt # _____ City _____ State _____ Zip Code _____

Home Telephone Number (_____) _____ Work Telephone Number (_____) _____

Please list any new residents in your household.

Name	Sex	Marital Status	Date of Birth	Relation to Insured	Drivers License	State	1 st year licensed
☐ Add as rated driver	_____	_____	_____	_____	_____	_____	_____
☐ Add as rated driver	_____	_____	_____	_____	_____	_____	_____

All persons residing with the insured must be either rated or excluded (if eligible).

SC7623245

Insured Signature _____ Policy Number: _____ Date _____

AUTOMATED PAYMENT PLAN

You can save yourself the time and expense of mailing your monthly payment to us. You may choose to have your bank account or credit card charged each month for the current amount due. You will receive a monthly notice of the amount and date of the charge. To participate in this program please complete the authorization form below. Once we process your signed authorization, you will begin receiving invoices that say "Do Not Send Payment". Until you receive this notice, continue to remit your payments.

Choose an automated payment option and fill in the information!☐ **Bank Draft Preferred Method**

Please include a pre-printed voided check or a copy of pre-printed check along with this authorization.

I authorize Permanent General Companies or the financial institution to initiate variable monthly entries to my bank account. I agree to contact Permanent General Companies at least ten (10) days before the due date with any concerns to allow time for correction.

Name on bank account: _____

☐ Checking Account Authorized Signature: _____☐ Savings Account Joint Signature: _____☐ **Credit Card** ☐ MasterCard ☐ Visa ☐ Discover ☐ American Express

*Prefer Bank Draft method in place of Debit/Bank Card.

I authorize Permanent General Companies to automatically charge my credit card for the balance due each month. I agree to contact Permanent General Companies at least ten (10) days before the due date with any concerns to allow time for correction.

Credit Card # _____

Expiration Date: Month _____ Year _____

Signature: _____

Mail this authorization to: **Permanent General Companies**
PO Box 305054, Nashville, TN 37230-5054.

SC7623245

INVB6002

Generated at 01:48:10 PM CST, 02/21/2011, User: nicsk01

Issue Date (MM/DD/YY) 02/21/2011										
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM										
Producer: Permanent General 2636 Elm Hill Pike, Suite 510 Nashville, Tn. 37214	Company: PERMANENT GENERAL									
Effective Date Time 02/21/2011 1:48 PM										
Expiration Date Time 03/24/2011 12:01 A.M.										
Code GEN-0001 Sub-Code 0.0	This binder is issued to extend coverage in the above-named company per expiring policy No: 30-SC-7623245 (quote 1432870)									
Insured: KAREN D GIVENS 3108 THOMAS JONES RD JOHNS ISLAND, SC 29455-8969	Description of Operations/Vehicles Property (Including Location) 2003 BUICK CENTURY CUSTOM 2G4WS52J931170661									
COVERAGES										
Type of Insurance Property Causes of Loss ☐ Basic ☐ Broad ☐ SPE ☐ _____ ☐ _____	LIMITS <table border="1"> <thead> <tr> <th>Coverage/Forms</th> <th>Amount</th> <th>Deductible</th> </tr> </thead> <tbody> <tr> <td> Automobile Liability ☐ Any Auto ☐ All Owned Autos ☒ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability </td> <td> Combined Single Limit Bodily Injury (Person) \$ 25,000 Bodily Injury (Accident) \$ 50,000 Property Damage \$ 25,000 Medical Payments Personal Injury Prot. Uninsured Motorist (Person) \$ 25,000 Uninsured Motorist (Accident) \$ 50,000 </td> <td></td> </tr> <tr> <td> Auto Physical Damage Deductible ☒ Collision \$500 ☒ Other Than Collision \$500 </td> <td> All Vehicles ☒ Actual Cash Value ☐ Actual Cash Value ☐ Actual Cash Value </td> <td></td> </tr> </tbody> </table>	Coverage/Forms	Amount	Deductible	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☒ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability	Combined Single Limit Bodily Injury (Person) \$ 25,000 Bodily Injury (Accident) \$ 50,000 Property Damage \$ 25,000 Medical Payments Personal Injury Prot. Uninsured Motorist (Person) \$ 25,000 Uninsured Motorist (Accident) \$ 50,000		Auto Physical Damage Deductible ☒ Collision \$500 ☒ Other Than Collision \$500	All Vehicles ☒ Actual Cash Value ☐ Actual Cash Value ☐ Actual Cash Value	
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Auto Physical Damage Deductible ☒ Collision \$500 ☒ Other Than Collision \$500	All Vehicles ☒ Actual Cash Value ☐ Actual Cash Value ☐ Actual Cash Value									
Special Conditions/Other Coverage										
Name and Address: CRAZY JS AUTO 4380 DORCHESTER ROAD N CHARLESTON, SC 29405	☒ Loss Payee ☐ Additional Insured ☐ Both Authorized Representative									



CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions, and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. The Company may cancel this binder by notice to the Insured in accordance with the policy conditions. The binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Regulations in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee of Oblige of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower, the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or non renewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00 and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained there from.



Thank you for allowing Permanent General to service your automobile insurance needs! Sign up today for online account access at www.pgac.com/mypolicy. On our secure website you can check your next payment due date and amount, make a payment, request ID cards, view transaction history, invoices and more!

Below are your vehicle identification cards. Please keep one in your wallet and one in your glove compartment. These identification cards are valid only when your policy is in force. The coverage provided by this policy meets the minimum liability insurance limits prescribed by law. Failure to comply may result in assessment of fines, revocation of registration privileges or restriction of renewal / issuance of a driver's license.

INSURANCE IDENTIFICATION CARD		INSURANCE IDENTIFICATION CARD	
Comp#	State NAIC Code	Comp#	State NAIC Code
30	SC 22906	30	SC 22906
Insurance Company		Insurance Company	
PGAC OF OHIO		PGAC OF OHIO	
Policy	Policy Period	Policy	Policy Period
SC7623245	02/13/2011 to 12:01 AM 08/13/2011	SC7623245	02/13/2011 to 12:01 AM 08/13/2011
Year	Make/Model	Year	Make/Model
2003	BUICK CENTURY CUSTOM	2003	BUICK CENTURY CUSTOM
Agent: THE GENERAL AUTO INS SVCS, INC		Agent: THE GENERAL AUTO INS SVCS, INC	
(800)280-1466		(800)280-1466	
Insured Name/Address	Vehicle ID No.	Insured Name/Address	Vehicle ID No.
KAREN D GIVENS	2G4W8521931170661	KAREN D GIVENS	2G4W8521931170661
3108 THOMAS JONES RD		3108 THOMAS JONES RD	
JOHNS ISLAND SC 29455-8969		JOHNS ISLAND SC 29455-8969	
This policy meets the minimum liability insurance limits prescribed by law		This policy meets the minimum liability insurance limits prescribed by law	
VOID		VOID	
This policy meets the minimum liability insurance limits prescribed by law		This policy meets the minimum liability insurance limits prescribed by law	

**THIS CARD MUST BE KEPT IN THE VEHICLE
AND PRESENTED UPON DEMAND**

Report all accidents to Permanent General as soon as possible.

1-800-280-1466

IN CASE OF AN ACCIDENT:

Please obtain the following information at the scene of the accident:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each driver / vehicle involved.

www.pgac.com/mypolicy

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ENDORSEMENT POLICY DECLARATIONS
PERSONAL AUTO
PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO
PO BOX 305054
NASHVILLE TN 37230-5054

We appreciate your business and look forward to continuing to service your auto insurance needs.
 Please visit our website at www.pgac.com/mypolicy.



PGA-998888

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KAREN D GIVENS
 3108 THOMAS JONES RD
 JOHNS ISLAND SC 29455-8969
 Date: 03/10/2011
 Policy: SC7623245
 Policy Period: 02/13/2011 to 12:01 AM 08/13/2011

1AUTO000100091

THE GENERAL AUTO INS SVCS, INC
 P. O. BOX 305054
 NASHVILLE TN 37230-5054
 Endorsement Effective: 02/22/2011
 24-Hour Claims: 1-800-829-2933
 Customer Service: 1-800-280-1466

Agent: THE GENERAL AUTO INS SVCS, INC
 MAXVALUE Program

Agent Telephone: (800)280-1466

Policy Information

Drivers/Household Members		DOB	Gender / Marital	Points	FR Filing	Status
1.	KAREN D GIVENS	09/17/1967	F S	000	N	Active
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
Vehicles		VIN	Sym	Drvr	Prem	
1.	1999 FORD TAURUS LX	1FAFP52U0XA196471	310505008008	000	\$ -42.00	
2.	2003 BUIK CENTURY CUSTOM	2G4WS52J931170661	300490008008	001	\$ 680.00	
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Total Net Premium	\$ 638.00	<u>Discounts / Surcharges</u>
Total Premium Due	\$ 638.00	Multi-Car STAR 45 Drvr 1

This is not a bill. You will receive a separate invoice in the near future.

DECF004E

PA-098-0510-SC



Policy: SC7623245

ENDORSEMENT POLICY DECLARATIONS
COVERAGES AND PREMIUMS

<u>COVERAGES</u>	<u>LIMITS</u>	<u>VEHICLE 1 PREMIUM</u>	<u>VEHICLE 2 PREMIUM</u>	<u>VEHICLE 3 PREMIUM</u>	<u>VEHICLE 4 PREMIUM</u>
Liability Bodily Injury Per Person/Accident	25,000/50,000	\$230.00	\$244.00		
Liability Property Damage Per Accident	25,000	\$156.00	\$186.00		
Medical Payments		No Coverage	No Coverage		
UM Bodily Injury Per Person/Accident	25,000/50,000	\$36.00	\$36.00		
UM Property Damage Per Accident - Deductible	25,000 \$200	\$20.00	\$23.00		
UIM Bodily Injury		No Coverage	No Coverage		
UIM Property Damage		No Coverage	No Coverage		
Comprehensive Deductible		No Coverage	\$90.00 \$500 Ded		
Collision Deductible		No Coverage	\$136.00 \$500 Ded		
Towing and Labor		No Coverage	No Coverage		
Rental Reimbursement		No Coverage	No Coverage		
Custom Equipment		No Coverage	No Coverage		

UM = Uninsured Motorist
UIM = Underinsured Motorist

Pay Plan Description: R6/DB06 20.0D 5P TER - 114 RBC - 101

Endorsements Made Part of this Policy at Time of Issuance:
PA 039-0910-SC PA001-0710-SC

Lienholder / Additional Interests:
2 - CRAZY J'S AUTO

4380 DORCHESTER RD

N CHARLESTON, SC 29418

Date: 2/25/2011

NOTICE OF CANCELLATION

YOUR POLICY NUMBER	PAYMENT DUE BEFORE	CURRENT AMOUNT DUE	PAYOFF BALANCE	AMOUNT PAID
SC7623245	03/16/2011	\$90.96	\$414.80	

To pay by debit/credit card, complete the following: Select One: ☐ Debit: ☐ Credit

Debit/Credit Card #: _____ ☐ Visa ☐ MC ☐ Discover ☐ American Express

Expiration Date: Mo. _____ Yr. _____ Amount: _____ Signature: _____

30076232450090969

PGA-998888

KAREN D GIVENS
3108 THOMAS JONES RD
JOHNS ISLAND, SC 29455-8969

PGAC OF OHIO
PO Box 305076
Nashville, TN 37230-5076

☐ Address / Telephone / Email Change?
Check here and complete the reverse side

Please write your policy number on your check or money order.
Make payable to: Permanent General Companies, Inc.

Return the portion above with your payment

PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO

Date: 2/25/2011

Agent: THE GENERAL AUTO INS SVCS, INC

Policy No: SC7623245

Cancellation Date: 12:01 AM on 03/16/2011

Agent Telephone: (800)280-1466

Policy Period: 02/13/2011 to 12:01 AM 08/13/2011

Total Installment Due: \$90.96

NOTICE OF CANCELLATION

We have not received your payment; therefore, we must inform you that your policy will be cancelled due to non-payment of premium. This is the only notice of cancellation that you will receive. You can prevent cancellation by making your payment *before* 12:01 AM on the cancellation date set forth above. If you have made your payment, please disregard this notice. A check returned by your bank for any reason will not be considered valid premium payment to avoid cancellation.

For quickest service, you may now pay instantly online with a check or debit/credit card at www.pgac.com/mvpolicy, or visit your local Western Union store. Your payment will be credited the moment it is accepted online. You may call our automated system for policy and billing information at 1-800-246-9618, or you may call Customer Service to reinstate over the phone. Please have your debit/credit card number or check routing number ready when you call.

IMPORTANT NOTICE:

Within fifteen days of receiving this notice, you or your attorney may request in writing that the director review this action to determine whether the insurer has complied with South Carolina laws in canceling or non-renewing your policy. If this insurer has failed to comply with the cancellation or non-renewal laws, the director may require your policy be reinstated. However, the director is prohibited from making underwriting judgments. If this insurer has complied with the cancellation or non-renewal laws, the director does not have the authority to overturn this action.

Other insurance may be available through your agent, another insurer, or the Associated Insurers Plan. The South Carolina Department of Insurance has an automobile insurance buyer's guide. You can contact the Department of Insurance at: 1201 Main Street, Suite 1000, Columbia, SC 29201, or at: P.O. Box 100105, Columbia, SC 29202, or at (803) 737-6180 or at (800) 768-3467.

SEE REVERSE FOR ADDITIONAL INFORMATION

U.S. Postal Service Proof of Mailing of this document is on file.

CNS099A

NOI-NP-0710-SC

NEW GARAGING ADDRESS

Address: _____ Apt # _____ City _____ State _____ Zip Code _____

NEW MAILING ADDRESS, if different than garaging address

Address: _____ Apt # _____ City _____ State _____ Zip Code _____

Home Telephone Number (_____) _____ Work Telephone Number (_____) _____

Email _____

All household members age 14 and older must be listed on your policy. If you need to make a change to your policy, please contact your agent/broker or call Customer Service at 1-800-280-1466.

SC7623245

Insured Signature _____ Policy Number: _____ Date _____

ADDITIONAL INFORMATION

You may be eligible to reinstate your policy up to 60 days after cancellation. All reinstatements are subject to company approval. If reinstated, there will be no coverage between the cancellation date and the reinstatement date, and you will have to pay a reinstatement fee.

If you believe this notice is based on incorrect information, we welcome the opportunity to discuss it with you. Call our Customer Service Department toll free at 1-800-280-1466 during business hours of 7:00 AM through 9:00 PM Monday – Thursday, 7:00 AM through 8:00 PM Friday and 8:00 AM through 4:00 PM Saturday (Central Time Zone). Please have your policy number ready when you call.

Display Spooled File

Page/Line 1/12
Columns 1 = 78

File
Control
Find
* 1 2 3 4 5 6 7

QPRLR133
23

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

30 SC7623245.

KAREN D GIVENS
3108 THOMAS JONES RD
JOHNS ISLAND

SC 29455-8969

[REDACTED]

[REDACTED]

More...

F3=Exit F12=Cancel F19=Left F20=Right F24=More keys

Display Spooled File

Page/Line 1/3
Columns 1 - 78

File QPRLR85

Control

Find

*...+...1...+...2...+...3...+...4...+...5...+...6...+...7...+...

DATE: 2/25/2011

PERMANENT GENERAL COMPANY
CERTIFICATE OF MAILING
SUMMARY

MAIL001R : REPORT NUMB
1 : PAGE NUMBER

PFS Cancel Notice	5
PFS Notice of Intent	16
PBS Notice of Intent	13859
Lapse Notices	566
Non-Renewals	5
Expirations	183
CARCO Suspensions	23
TOTAL NOTICES	14657

Bottom

F3=Exit F12=Cancel F19=Left F20=Right F24=More keys

174

United States Postal Service

Certificate of Bulk Mailing

PERMANENT GENERAL COMPANIES, INC.

2800 ELM HILL PIKE STE 510

NASHVILLE, TN 37214

MAILER: Prepare this statement in ink. Affix meter stamp or uncanceled postage stamps covering fee in the block to the right. Present for certification.

Meter stamp or postage (uncanceled) stamps in payment of fee to be affixed here and canceled by postmarking, including date.

Fee for Certificate

Up to 1,000 pieces (1-certificate for total number)

6.50

For each additional 1,000 pieces, or fraction

75

Use
Current
Rate
Chart

Meter

02/26/2011

METER STAGE

\$17.00

Duplicates Copy

Number of Identical
Pieces

14657

Class of Mail

1st

Postage on Each

44

Number of Pieces
to the PoundTotal Number of
Pounds

Total Postage Paid

Fee Paid

Mailed For

Mailed By

Grant

Postmaster's Certificate

It is hereby certified that the above-described mailing has been received and number of pieces and postage verified.

Pamela Perry

(Postmaster or Designee)

PS Form 3806, May 1992



REINSTATEMENT NOTICE

PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO
PO BOX 305054
NASHVILLE TN 37230-5054



KAREN D GIVENS
3108 THOMAS JONES RD
JOHNS ISLAND SC 29455-8969

2AUTO000020283

PGA-998888

THE GENERAL AUTO INS SVCS, INC
P. O. BOX 305054
NASHVILLE TN 37230-5054

Process Date: 03/28/2011

Policy No: SC7623245
Effective Date: 02/13/2011
Cancellation Date: 12:01 AM on 03/16/2011

Agent Telephone: (800)280-1466
Expiration Date: 08/13/2011
Reinstatement Date: 12:01 AM on 03/29/2011

Your Policy has been reinstated as of 12:01 AM on March 29, 2011

We are pleased to inform you that your insurance policy has been conditionally reinstated. However, there is no coverage for losses occurring between the cancellation date and the reinstatement date shown above. This reinstatement is conditional on adequate funding of the payment received. If the funds are uncollectible, this notice of reinstatement is void and your policy is cancelled as of the cancellation date stated in the cancellation notice for non-payment of premium previously mailed to you.

A \$10.00 Rein Fee has been added to your total balance due.

If you have questions regarding this notice, please contact our Customer Service Department at 1-800-280-1466 during business hours of 7:00 AM through 9:00 PM Monday - Thursday, 7:00 AM through 8:00 PM Friday and 8:00 AM through 4:00 PM Saturday (Central Time Zone). Please have your policy number ready. You may also visit our website at www.pgac.com/mypolicy.



PGAC OF OHIO
P.O. BOX 305054
NASHVILLE TN 37230-5054



PGA-998888

KAREN D GIVENS
3108 THOMAS JONES RD
JOHNS ISLAND SC 29455-8969

THE GENERAL AUTO INS SVCS, INC
P. O. BOX 305054
NASHVILLE TN 37230-5054

2AUTO00020283

Policy No SC7623245
Agent No PGA-998888
THE GENERAL AUTO INS SVCS, INC

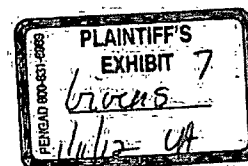
Effective Date 02/13/2011
Expiration Date 08/13/2011
Notice Date 03/28/2011

Dear Insured:

Re: Policy Cancelled

We received your payment of \$ 90.96 after the
cancellation date of 03-16-2011 . Regrettably, your policy
is not eligible for reinstatement. Your policy remains
cancelled as of 03-16-2011 . You do not have insurance
coverage under this policy. Any refund that may be due will
be sent to you within the next 30 days. Please contact
your agent to obtain a new policy.

Sincerely
Permanent General



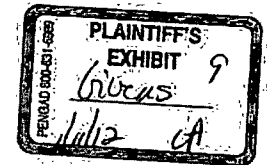
www.pgac.com/mypolicy

FAX NUMBER: 1-800-467-8767

CUSTOMER SERVICE: 1-800-280-1466

February, 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
1	2	3	4	5	6	7
20	21	22	23	24	25	26
8	9	10	11	12	13	14
27	28					
15	16					



K.S.

March, 2011

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

		1 17	2 18	3 19	4 20	5 21
6 22	7 Daylight S 23	8 24	9 25	10 26	11 27	12 28
13 29	14 30	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

K.D.



PERMANENT GENERAL ASSURANCE CORP.
Claims Service

P.O. Box 305195
Nashville, TN 37230-5195

1-800/280-1466
WWW.PGAC.COM

March 30, 2011

Certified & Regular Mail

Karen Givens
3108 Thomas Jones Rd
Johns Island, SC 29455

RE: Our Insured: Karen Givens
Our Policy No.: SC7623245
Claim Number: PA0000557163

Dear Insured:

We have been investigating the above loss in which you were involved in order to find coverage under your policy.

Your policy of insurance issued by Permanent General Assurance Corporation, Policy Number SC7623245 sets forth certain limitations regarding the relationship between your coverage and the usage of a vehicle. We bring your attention to the Permanent General Policy Contract,

CANCELLATION AND NON-RENEWAL, which states:

B. How "We" Can Cancel This Policy.

1. "We" may cancel by mailing written notice of cancellation to "you" at your last known address. The notice will give "our" reasons for cancellation. It will be mailed to you at least 15 days before the date cancellation is effective.

Based upon the above policy section, this loss might not be covered.

The continuation of the handling of this claim will be conducted under a Reservation of Rights. Any actions taken or action that will be taken in the future to investigate, explore settlement or defend any lawsuit arising out of the above captioned claim should not be deemed as an admission of coverage under policy number SC7623245 issued by Permanent General.

This is not a denial of coverage.

There may become available additional information at a later date that may give rise to further coverage questions under your policy. For this reason, we reserve our rights to assert any coverage defenses available to us under the terms of the policy at a later date should our investigation reveal other coverage concerns.

We will advise you of our coverage decision once our investigation is complete. However, in the meantime, if you are served with a lawsuit or any legal papers, please contact me immediately.





PERMANENT GENERAL ASSURANCE CORP.
Claims Service

P.O. Box 305195
Nashville, TN 37230-5195

1-800/280-1466
WWW.PGAC.COM

Please contact me **immediately** following the receipt of this letter; I can be reached at **800-280-1466-1259**, between the hours of 8:30 a.m. and 4:00 p.m. Central Standard Time.

Sincerely,

A handwritten signature in dark ink, appearing to read "Melissa Hembree". The signature is fluid and cursive, with the first name "Melissa" being more prominent than the last name "Hembree".

Melissa Hembree
Litigation Adjuster
800-280-1466 ext 1259
800-544-9021 Fax
mhembree@pgac.com

Date: 4/01/2011

NOTICE OF CANCELLATION

YOUR POLICY NUMBER	PAYMENT DUE BEFORE	CURRENT AMOUNT DUE	PAYOFF BALANCE	AMOUNT PAID
SC7623245	04/19/2011	\$178.46	\$1,214.84	

To pay by debit/credit card, complete the following: Select One: ☐ Debit ☐ Credit ☒ ~~Credit~~

Debit Credit Card #: _____ ☐ Visa ☐ MC ☐ Discover ☐ American Express

Expiration Date: Mo. _____ Yr. _____ Amount: _____ Signature: _____

30076232450178467

PGA-998888

KAREN D GIVENS
3108 THOMAS JONES RD
JOHNS ISLAND SC 29455-8969

PGAC OF OHIO
PO Box 305076
Nashville, TN 37230-5076

☐ Address / Telephone / Email Change?
Check here and complete the reverse side

Please write your policy number on your check or money order.
Make payable to: Permanent General Companies, Inc.

Return the portion above with your payment

PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO

Date: 4/01/2011

Agent: THE GENERAL AUTO INS SVCS, INC

Agent Telephone: (800)280-1466

Policy No: SC7623245

Policy Period: 02/13/2011 to 12:01 AM 08/13/2011

Cancellation Date: 12:01 AM on 04/19/2011

Total Installment Due: \$178.46

NOTICE OF CANCELLATION

We have not received your payment, therefore, we must inform you that your policy will be cancelled due to non-payment of premium. This is the only notice of cancellation that you will receive. **You can prevent cancellation by making your payment before 12:01 AM on the cancellation date set forth above.** If you have made your payment, please disregard this notice. A check returned by your bank for any reason will not be considered valid premium payment to avoid cancellation.

For quickest service, you may now pay instantly online with a check or debit/credit card at www.pgac.com/mvpolicy, or visit your local Western Union store. Your payment will be credited the moment it is accepted online. You may call our automated system for policy and billing information at 1-800-246-9618, or you may call Customer Service to reinstate over the phone. Please have your debit/credit card number or check routing number ready when you call.

IMPORTANT NOTICE:

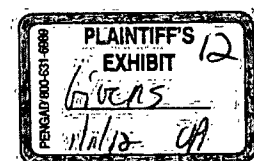
Within fifteen days of receiving this notice, you or your attorney may request in writing that the director review this action to determine whether the insurer has complied with South Carolina laws in canceling or non-renewing your policy. If this insurer has failed to comply with the cancellation or non-renewal laws, the director may require your policy be reinstated. However, the director is prohibited from making underwriting judgments. If this insurer has complied with the cancellation or non-renewal laws, the director does not have the authority to overturn this action.

Other insurance may be available through your agent, another insurer, or the Associated Insurers Plan. The South Carolina Department of Insurance has an automobile insurance buyer's guide. You can contact the Department of Insurance at: 1201 Main Street, Suite 1000, Columbia, SC 29201, or at: P.O. Box 100105, Columbia, SC 29202, or at (803) 737-6180 or at (800) 768-3467.

SEE REVERSE FOR ADDITIONAL INFORMATION

U.S. Postal Service Proof of Mailing of this document is on file.
CNSO99A

NOI-NP-0710-SC



NEW GARAGING ADDRESS

Address: _____ Apt # _____ City _____ State _____ Zip Code _____

NEW MAILING ADDRESS, if different than garaging address

Address: _____ Apt # _____ City _____ State _____ Zip Code _____

Home Telephone Number (_____) _____ Work Telephone Number (_____) _____

Email _____

All household members age 14 and older must be listed on your policy. If you need to make a change to your policy, please contact your agent/broker or call Customer Service at 1-800-280-1466.

SC7623245

Insured Signature _____ Policy Number: _____ Date: _____

ADDITIONAL INFORMATION

You may be eligible to reinstate your policy up to 60 days after cancellation. All reinstatements are subject to company approval. If reinstated, there will be no coverage between the cancellation date and the reinstatement date, and you will have to pay a reinstatement fee.

If you believe this notice is based on incorrect information, we welcome the opportunity to discuss it with you. Call our Customer Service Department toll free at 1-800-280-1466 during business hours of 7:00 AM through 9:00 PM Monday – Thursday, 7:00 AM through 8:00 PM Friday and 8:00 AM through 4:00 PM Saturday (Central Time Zone). Please have your policy number ready when you call.

CNB99SCA



**Ex
A**
DEFENDANT

**Permanent General Assurance Corporation
Permanent General Assurance Corporation of Ohio
The General Automobile Insurance Company, Inc.**

Suite 510, 2636 Elm Hill Pike
Nashville, Tennessee 37214
615-242-1961

**SOUTH CAROLINA
PERSONAL AUTO POLICY**

Form Number
PA001-0710-SC

Customer satisfaction is very important to us. If you have a question about this policy, or have a complaint about how we have handled your coverage, call or write us at the address below.

Permanent General Assurance Corporation
Suite 510, 2636 Elm Hill Pike
Nashville, Tennessee 37214
(615) 242-1961

SOUTH CAROLINA DEPARTMENT OF INSURANCE

If you are unable to resolve any problems concerning your policy with us, you may contact the South Carolina Department of Insurance at:

1201 Main Street, Suite 1000
Columbia, SC 29201
(803) 737-6160 or info@doi.sc.gov

OTHER DRIVERS

Unless drivers residing with you are named in the declarations, coverage may not be afforded to them. If you desire coverage for drivers other than those shown, ask your agent to have your policy amended to list the additional drivers.

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SECTION 1 — DEFINITIONS AND GENERAL PROVISIONS

DEFINITIONS.

These words and phrases mean the following in this policy:

- A. "Auto accident" means a sudden, unexpected, or unforeseen event involving a motor vehicle that produces "bodily injury" or "property damage."
- B. "Bodily injury" means bodily harm or disease, including death, caused by an "auto accident." "Bodily injury" does not include the transmission of any communicable disease.
- C. "Business" includes any trade, profession, or occupation undertaken for wage or profit.
- D. "Car, pickup or van" means a passenger automobile, passenger van, or pickup truck having no less than four wheels and no more than six wheels with a load capacity of 2,000 pounds or less that is designed for travel on public roads and is subject to motor vehicle registration. It does not include motorcycles, farm tractors, farm machinery, road machinery, any vehicle that is not a "motor vehicle," or any vehicle used as a residence or premises.
- E. "Family member" means a person related to "you" by blood, marriage, or by law who permanently resides with "you" at the address set forth on the declarations page.
- F. "Insured driver" is a person identified on the declarations page as an active driver under this policy.
- G. "Motor vehicle" means any vehicle designed for use principally upon streets and highways and subject to motor vehicle registration under the laws of South Carolina.
- H. "Occupying" means in or upon or entering into or alighting from a "motor vehicle." In no instance shall any person be deemed to be "occupying" more than one "motor vehicle" at one time.
- I. "State" means any state, territory or possession of the United States, or any province or territory of Canada.
- J. "We," "us" and "our" refer to the insurer named on the declarations page.
- K. "You" and "your" refer to the named insured shown on the declarations page, and the spouse of the named insured if the spouse permanently resides with the insured at the address set forth on the declarations page and is not an excluded driver under this policy.
- L. "Your covered auto" means
 - 1. Any "car, pickup, or van" shown on the declarations page.
 - 2. A "car, pickup, or van" as of the date "you" become the owner or lessee provided that:
 - a. "You" acquire the "car, pickup, or van" during the policy period shown on the declarations page; and
 - b. "You" ask "us" to insure it within 30 days after "you" become the owner. Coverage is limited to the lesser of 30 days from the date of acquisition or the date the policy subsequently expires or is canceled unless "we" agree in writing to a further extension of coverage; and
 - c. No other insurance policy provides coverage for that "car, pickup, or van;" and
 - d. If the "car, pickup, or van" is leased there is a written agreement signed by "you" and the lease is for a term of at least 6 months; and
 - e. "We" insure all "cars, pickups, or vans" owned by "you"; and
 - f. "You" have paid any additional premium required by "us;" and
 - g. The "car, pickup, or van" is not used in the course of any "business."
 - h. If the "car, pickup, or van" "you" acquire or lease replaces any "car, pickup, or van" shown on the declarations page, it will have the same coverage as the "car, pickup, or van" it replaces. If "you" wish to continue coverage under Section 5 -

Coverage for Damage to Your Auto, "you" must make the replacement vehicle available for inspection by "our" representative.

- i. If the "car, pickup, or van" "you" acquire or lease is in addition to any "car, pickup, or van" shown on the declarations page, it will have the broadest coverage "we" now provide for any "car, pickup, or van" then insured. If "you" wish to continue coverage under Section 5 - Coverage for Damage to Your Auto, "you" must make the additional vehicle available for inspection by "our" representative.
3. A "car, pickup, or van" ceases to be "your covered auto":
 - a. When it is sold (regardless of whether there is a transfer of title) to a person or entity other than "you" or any "insured driver."
 - b. When it is given (regardless of whether there is a transfer of title) to a person or entity other than "you" or any "insured driver."
 - c. When it is repossessed (regardless of whether there is a transfer of title) by a loss payee other than a loss payee shown on the declarations page of this policy.

GENERAL AGREEMENT.

Upon "your" payment of the specified premiums, "we" agree that this policy will provide insurance in the types and for the term shown on the declarations page.

GENERAL PROVISIONS.

ENTIRE CONTRACT. This policy, any declarations page, any endorsement, "your" application, and all of "our" rates, fees, and discounts filed with and approved by the South Carolina Department of Insurance and currently used by "us" make up the entire contract between "you" and "us." By acceptance of this policy "you" agree that the statements in the application are true and correct to the best of your knowledge, information and belief and that this policy was issued in reliance upon the truth of such representations.

CHANGES. The terms of this contract may not be changed or waived except by "our" written agreement. If a change requires a premium adjustment, "we" will adjust the premium as of the date of the change. Notice to any agent or knowledge possessed by any agent or by any other person shall not constitute a waiver or a change of any part of this policy or preclude "us" from asserting any right under the terms of this policy.

EXCLUDED DRIVERS. "We" may exclude a driver from coverage under this policy. The excluded driver will be specifically named on the declarations page. Any insurance afforded by this policy will not apply to any "car, pickup, or van" or to its ownership, maintenance, or use while that "car, pickup, or van" is under the care, custody, or control of an excluded driver, or is being operated by an excluded driver.

FRAUD.

- A. This policy is void from its inception if "you" or any "insured driver":
 1. Has made false or incorrect statements in connection with the application or any request for a change for this policy;
 2. Has made fraudulent statements or who has engaged in fraudulent conduct in connection with any accident or loss, or a claim arising out of any accident or loss; or
 3. Has directed others to make fraudulent statements or engage in fraudulent conduct in connection with any accident or loss, or a claim arising out of any accident or loss.
- B. "We" do not provide coverage for any other person insured under this policy:
 1. Who has made fraudulent statements or who has engaged in fraudulent conduct in connection with any accident or loss, or a claim arising out of any accident or loss.
 2. Who has directed others to make fraudulent statements or engage in fraudulent conduct in connection with any accident or loss, or a claim arising out of any accident or loss.



ORIGINAL POLICY DECLARATIONS
PERSONAL AUTO
PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO
PO BOX 305054
NASHVILLE TN 37230-5054

EX
C
DEFENDANT

We appreciate your business and look forward to continuing to service your auto insurance needs.
 Please visit our website at www.pgac.com/mypolicy.



PGA-998888

N
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M
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D
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D

KAREN D GIVENS
 3108 THOMAS JONES RD
 JOHNS ISLAND SC 29455-8969
 Date: 02/15/2011
 Policy: SC7623245
 Policy Period: 02/13/2011 to 12:01 AM 08/13/2011

3AUTO00010048

THE GENERAL AUTO INS SVCS, INC
 P. O. BOX 305054
 NASHVILLE TN 37230-5054

Endorsement Effective: 02/13/2011
 24-Hour Claims: 1-800-829-2933
 Customer Service: 1-800-280-1466

Agent Telephone: (800)280-1466

Agent: THE GENERAL AUTO INS SVCS, INC
 MAXVALUE Program

Policy Information

Drivers/Household Members		DOB	Gender / Marital	Points	FR Filing	Status
1.	KAREN D GIVENS	09/17/1967	F S	000	N	Active
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
Vehicles		VIN	Sym	Drvr	Prem	
1.	1999 FORD TAURUS LX	1FAFP52U0XA196471	310505008008	001	\$ 486.00	
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Total Full Term Premium	\$ 486.00	Discounts / Surcharges	
MVR Fee	\$ 20.00	Liability Only Discount	STAR 45 Drvr 1
Total Premium Due	\$ 506.00		

This is not a bill. You will receive a separate invoice in the near future.

Policy: SC7623245

**ORIGINAL POLICY DECLARATIONS
COVERAGES AND PREMIUMS**

<u>COVERAGES</u>	<u>LIMITS</u>	<u>VEHICLE 1 PREMIUM</u>	<u>VEHICLE 2 PREMIUM</u>	<u>VEHICLE 3 PREMIUM</u>	<u>VEHICLE 4 PREMIUM</u>
Liability Bodily Injury Per Person/Accident	25,000/50,000	\$246.00			
Liability Property Damage Per Accident	25,000	\$187.00			
Medical Payments		No Coverage			
UM Bodily Injury Per Person/Accident	25,000/50,000	\$34.00			
UM Property Damage Per Accident - Deductible	25,000 \$200	\$19.00			
UIM Bodily Injury		No Coverage			
UIM Property Damage		No Coverage			
Comprehensive		No Coverage			
Collision		No Coverage			
Towing and Labor		No Coverage			
Rental Reimbursement		No Coverage			
Custom Equipment		No Coverage			

UM = Uninsured Motorist
UIM = Underinsured Motorist

Pay Plan Description: R6/DB06 20.0D 5P TER - 114 RBC - 101
Endorsements Made Part of this Policy at Time of Issuance:
PA 039-0910-SC PA001-0710-SC

**EX
D**

DEPENDANT



Policy Change Request (quote only)

Generated at 01:46:40 PM CST, 02/21/2011, User: NTCCKJ01

Effective Date of Change: 02/22/2011
 Effective Time of Change: 12:01 a.m.
 Named Insured: KAREN D GIVENS
 Policy Number: 30-SC-7623245 (quote 1432870)
 Agency Name: THE GENERAL AUTO INS SVCS, INC (998888)

ADDRESS CHANGES

New Address: _____
 City: _____ County: _____ State: _____ Zip Code: _____
 Home telephone number: _____ Work telephone number: _____

DRIVER CHANGES

Driver Transaction	Driver Name (as shown on license)	Relation	Date of Birth	Drivers License #	State	Gender	Marital Status	SR-22	Social Security #	Occupation

VEHICLE CHANGES

Vehicle Transaction	Year	Make/Model	Vehicle Identification Number	Deductibles		Rental Reim.	Additional/Custom Equipment	Towing & Labor
				Comprehensive	Collision			
Add (2)	2003	BUICK CENTURY CUSTOM	2G4WS52J931170661	500	500	N/A	N/A	N/A

COVERAGE CHANGES

Liability Bodily Injury & Property Damage	Excess Med-Pay	Uninsured Motorist Bodily Injury & Property Damage	Underinsured Motorist Bodily Injury & Property Damage

LIENHOLDER / ADDITIONAL INTEREST CHANGES

Lienholder Transaction	Year	Make/Model	LP	AI	Name	Address	City, State, Zip
Add	2003	BUICK CENTURY CUSTOM	✓		CRAZY J'S AUTO	4390 DORCHESTER ROAD	N CHARLESTON, SC 29405

x Signature not required

Signature not required

SIGNATURE OF NAMED INSURED

DATE

Insured signature required for ANY reduction and/or deletion of coverage



Policy Change Request (quote only)

Generated at 01:46:40 PM CST, 02/21/2011, User: NTCSKJ01

Effective Date of Change: 02/22/2011

Effective Time of Change: 12:01 a.m.

Named Insured: KAREN D GIVENS

Policy Number: 30-SC-7623245 (quote 1432870)

Agency Name: THE GENERAL AUTO INS SVCS, INC (998888)

Additional Policy Details

Waive Endorsement Fee?

No

Vehicle 2 - 2003 BUICK CENTURY CUSTOM

Registered owner: GIVENS, KAREN D (Driver 01)

Registered Co-owner: NONE

Vehicle Symbol: 300-490-008-008

Purchase date: 02/22/2011

Does the vehicle have any "non-factory installed" equipment or is it a "conversion van"?

What state is this vehicle registered in?

Will this vehicle be garaged at the garaging address?

Has the vehicle been inspected by an agent?

Is there any existing damage to the vehicle?

Is the vehicle used in business?

Have all household members age 14 and older and regular operators been rated or excluded on the policy?

No

SC

Yes

No

No

No

Yes

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2011-CP-10-4867

FILED
2013 JAN 30 PM 3:25
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Permanent General Assurance Company Respondent,
v.
Karen D. Givens, Individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens.....Appellants.

NOTICE OF APPEAL

Karen D. Givens, Individually and as Personal Representative of the Estate of E. Cierra Givens, and Kayla Givens appeal the judgment of the Honorable Michael G. Nettles dated June 14, 2012. This appeal is taken from the order of the Honorable Michael G. Nettles dated December 13, 2012 which denied Appellants' motion under Rule 59(e) SCRPC, for reconsideration of the June 14, 2012 judgment. Appellants received written notice of entry of the order denying their Rule 59(e) SCRPC motion on January 3, 2013.

January 29, 2013



Donald J. Budman
SOLOMON, BUDMAN & STRICKER, LLP
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843-763-1118
Attorneys for Appellants

Other Counsel of Record:
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Attorneys for Respondent

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JUN 11 2013

SC Court of Appeals

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Representative of the Estate of E. Cierra
Givens, and Kayla Givens.....Appellants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Permanent General Assurance Company by depositing a copy of it in the United States Mail, postage prepaid, on January 29, 2013, addressed to its counsel of record, as follows:

Adam J. Neil, Esq.
P.O. Box 6648
Columbia, SC 29260

January 29, 2013



Donald J. Budman
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Attorneys for Appellant

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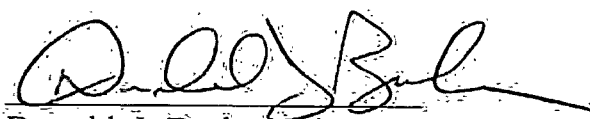
v.

Karen D. Givens, Individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens.....Appellants.

CERTIFICATE OF COUNSEL

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

June 9, 2013



Donald J. Budman
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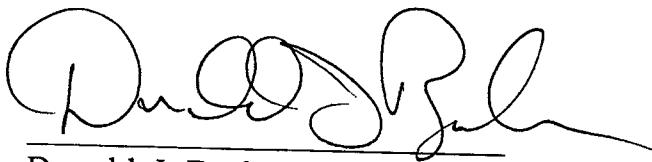
Karen D. Givens, Individually and as Personal
Representative of the Estate of E. Cierra
Givens, and Kayla Givens.....Appellants.

PROOF OF SERVICE

I certify that I have served a copy of the **Record on Appeal** on Permanent General Assurance Company by depositing a copy of it in the United States Mail, postage prepaid, on June 10, 2013, addressed to its counsel of record, as follows:

Adam J. Neil, Esq.
P.O. Box 6648
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June 10, 2013



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