

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Robin B. Stilwell, Circuit Court Judge

Case No. 2007-CP-23-6453

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SC Court of Appeals

Douglas Earl Stiltner and
Christine Rene Stiltner, ... Appellants,

v.

USAA Casualty Insurance Company, ... Respondent.

RECORD ON APPEAL

Blake A. Hewitt, SC Bar # 73674
John S. Nichols, SC Bar # 4210
BLUESTEIN, NICHOLS,
THOMPSON & DELGADO
Post Office Box 7965
Columbia, South Carolina 29202
(803) 779-7599
(803) 779-8995 (facsimile)
bhewitt@bntdlaw.com
jsnichols@bntdlaw.com

Attorneys for Appellants

J.R. Murhpy, SC Bar # 7941
Ashley B. Stratton, SC Bar # 74840
MURPHY & GRANTLAND, P.A.
Post Office Box 6648
Columbia, South Carolina 29260
(803) 782-4100
jrmurphy@murphygrantland.com
astratton@murphygrantland.com

Attorneys for Respondent

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Attorneys for Appellants

J.R. Murhpy, SC Bar # 7941
Ashley B. Stratton, SC Bar # 74840
MURPHY & GRANTLAND, P.A.
Post Office Box 6648
Columbia, South Carolina 29260
(803) 782-4100
jrmurphy@murphygrantland.com
astratton@murphygrantland.com

Attorneys for Respondent

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

2009 FEB 27 P 12:03

CIVIL ACTION NO: 2007-CP-23-6453

Douglas Earl Stiltner and Christine
Rene Stiltner,

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PLAINTIFFS,

**ORDER GRANTING
SUMMARY JUDGMENT
TO DEFENDANT**

vs.

USAA Casualty Insurance Company,

Defendant.

This matter comes before me upon cross motions of the parties for summary judgment in the above-referenced matter. A hearing was held on Friday, January 30, 2009 in the Greenville County Courthouse. Appearing on behalf of the Plaintiff's was Bryan D. Ramey, Esquire. Appearing on behalf of the Defendant was J.R. Murphy, Esquire. After considering the pleadings, the memoranda of law submitted in support of the motions, affidavits of the Plaintiffs and Nicholas Cocking, together with the exhibits thereto, and the deposition testimony of the Plaintiffs, and hearing the able arguments of counsel, I find that there is no genuine issue as to any material fact and therefore grant the Defendant's motion for summary judgment. By necessity, the Plaintiff's motion for summary judgment is denied.

This case is a declaratory action seeking reformation of the automobile insurance policy issued by USAA to Plaintiff Douglas Earl Stiltner on the grounds that USAA failed to make a meaningful offer of UIM coverage to Mr. Stiltner prior to an automobile accident in which the Plaintiffs were involved on March 25, 2007. In response to the Complaint, USAA has submitted two versions of a signed UM/UIM selection rejection form dated October 15, 2000 and received via facsimile from a fax machine at the employer of Christine Rene Stiltner on October 17, 2000 and October 19, 2000 respectively. Both versions of the signed pages of the rejection form were

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submitted as exhibits to the deposition of the Plaintiffs and the affidavit of Nicholas Cocking. In addition, a specimen sample of the complete UM/UIM offer form was attached to the affidavit of Nicholas Cocking as Exhibit A. It is on the basis of these documents that USAA contends that it made a meaningful offer to Douglas Earl Stiltner as a matter of law. The court agrees.

At the outset, the court recognizes three distinct issues that USAA bears the burden of proving in order to establish that it made a meaningful offer. The first is the sufficiency of the written form standing alone to satisfy the requirements of §38-77-350(A) and State Farm Mut. Auto. Ins. Co. v. Wannamaker, 291 S.C. 518, 354 S.E.2d 555, 556 (S.C. 1987). This includes establishing that the complete form was transmitted to Mr. Stiltner in a commercially reasonable manner. The second issue is whether the form constitutes a valid rejection of coverage. The last issue is whether Christine Renee Stiltner, who signed the form, was acting as the agent of her husband, Douglas Earl Stiltner and within the scope of her authority at the time she signed the form.

1. The Text of the Form Satisfies All Statutory and Common Law Requirements for UIM Offers

The form, in its unsigned version, does contain all of the information required under South Carolina Code §38-77-350(A) and Wannamaker.

The "offer of uninsured motorist coverage", on page 4 of the form, complies with Subparagraphs (2) of § 38-77-350(A) because it lists available UIM coverage limits and the range of premiums available for the limits. Since the Stiltners had bodily injury liability limits of \$100,000.00 per person or \$300,000.00 per accident, they could have chosen any of the first five combinations listed, each of which listed premiums for single or multiple car policies. Since they carried property damage liability limits of \$50,000.00 per accident, the Stiltners could have chosen any of the first three coverage limits listed under the "UIM Property Damage" options,

(2)

which also listed corresponding additional premiums. Because this list specifies on its face the limits of optional coverage, rather than merely offering in limited terms, it also satisfies the second prong in Wannamaker. 354 S.E.2d at 556. There is no need for an insurer to list UIM coverage limits below the minimum statutory liability limits, and insurers are only required to offer UIM coverage "up to the limits of the insured's liability coverage." Moody v. Dairyland Ins. Co., 354 S.C. 28, 579 S.E.2d 527, 529 (S.C. Ct. App. 2003); S.C. Code § 38-77-160.

The same page of the form complies with § 38-77-350(A)(3) because it provides a space for the insured to mark her acceptance or rejection of UIM coverage and a space to select the coverage limits desired.

The signed "applicant's acknowledgment" form, also on page 4, complies with S.C. Code § 38-77-350(A)(4) because it provides a signature space for the insured to acknowledge that she was offered the optional UIM and additional UM coverages.

The remaining statutory requirements for the form, those set out in § 38-77-350(A)(1) and (5), are satisfied by the "explanation of coverages" portion of the offer of additional UM/UIM coverages, which appears on pages 1-2 of the form. With respect to subparagraph (A)(5) of the statute, the inset address on page 2 clearly states the required contact information for the Department of Insurance, with instructions for the insured to contact the agency with any remaining questions. This leaves subparagraph (A)(1) of the statute, which requires that the form contain "a brief and concise explanation of the coverage." The explanation of UIM coverage in USAA's application form appears in the first two paragraphs of page 2, which are quoted above. The first paragraph gives, in three sentences, an accurate summary of what UIM coverage is. Mr. Stiltner admits that the explanation is clear and understandable, although he says he does not recall reading it.

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The same passages satisfy Wannamaker's third and fourth prongs, as they "intelligibly advise the insured of the nature of the optional coverage" and give notice "that optional coverages are available for an additional premium." 354 S.E.2d at 556.

The statute requirements about the contents of a meaningful UIM offer, and three out of four case law requirements, are dispensed with. This leaves the first prong in Wannamaker, which requires that "the notification process must be commercially reasonable, whether oral or in writing". 354 S.E.2d at 556.

**2. USAA Made a Commercially Reasonable Offer of UIM Coverage
When It Mailed the Form to the Stiltners**

Mailing a UIM offer form to the insured is commercially reasonable; the insurer is not required to explain the offer orally if the written form is otherwise adequate. Atkins v. Horance Mann Ins. Co., 658 S.E.2d 106, 109-10 (S.C. Ct. App. 2008). Mailing is especially appropriate if the insured, like Mr. Stiltner, prefers to handle insurance queries over the phone rather than by visiting the agent's office. Id. at 109.

It appears that the complete form was mailed to the Plaintiff Douglas Earl Stiltner. The evidence on that issue is contained in the affidavit of Nicholas Cocking and the deposition of the Plaintiffs. The Cocking affidavit indicates that the complete form would have been sent to Mr. Stiltner in 2000. This is further evidenced by the fact that USAA received back the signature pages of the form on October 17 and October 19, 2000. The Cocking affidavit also indicates that it was USAA policy to only retain documents with signatures on them. There is no evidence as to whether the entire form, i.e., signed and unsigned pages, were returned. However, the pages containing the signature of Plaintiff Christine Renee Stiltner are marked having been sent from a facsimile machine at her place of employment and were received and retained by USAA.

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Mr. Stiltner testified that he had not recollection of whether he received an offer form that needed to be completed and returned to USAA in 2000. However, he and his wife both confirmed her signature on the documents that were received and retained by USAA. Therefore, I find that there is no genuine issue of fact with regard to whether USAA presented the complete offer form to its named insured by mailing him a copy of the form attached as Exhibit A to the Cocking affidavit.

**3. The Executed Form Represents a Valid Rejection of UIM Coverage
By the Stiltners**

The third issue is whether the executed form constitutes a valid rejection of UIM coverage. The final signed form unambiguously indicates a rejection of coverage, and the deposition testimony indicates that Rene Stiltner signed the form with her husband's permission as his agent.

a. The Form Clearly Indicates a Rejection of Coverage

A close review of the signed forms themselves indicates that the Stiltners validly rejected UIM coverage. The first form, which was attached to the Cocking affidavit as Exhibit B, had selections of UM bodily injury and property damage coverage in limits of 25/50/25. However, the question as to whether the insured wished to purchase additional uninsured motorist coverage was checked "No". The form was signed by Mrs. Stiltner. Similarly, on page 4 of Exhibit B, a selection was made of UIM bodily injury limits of 15/30 and property damage of \$10,000.00. However, the question "Do you wish to purchase underinsured motorist coverage?" was checked "No". The second copy of the form containing these two signature pages, Exhibit C, which was faxed from Mrs. Stiltner's place of employment on October 19, 2000 to USAA, still had the sections of UM coverage on page 3 of the form marked but the check mark next to the word "No" was missing and a check mark appeared in the blank by the word "Yes" in response to the



question "Do you wish to purchase additional uninsured motorist coverage?". On page 4 of the Exhibit C, the second set of signature pages returned from Mrs. Stiltner's place of employment to USAA, the marks in the boxes next to specific coverage amounts on the previously returned form had been removed. Moreover, Ms. Stiltner's signature appeared on both the rejection of UIM coverage and under the applicant's acknowledgement. Based on the second returned form, which clearly answered "No" to the question "Do you wish to purchase underinsured motorist coverage?", contained Ms. Stiltner's signature directly underneath that answer and contained no markings or selections of actual limits that the insured desired, I find that the rejection of coverage by virtue of the written signed offer form, including the applicants acknowledgment, constitutes a valid rejection of UIM coverage under the policy.

b. The Deposition Testimony Shows Rene Stiltner Signed the Forms With Douglas Stiltner's Permission

Lastly, having found that there is no genuine issue as to any material fact on whether the named insured, Douglas Earl Stiltner was presented with a proper written offer of UM and UIM coverage, and further finding that no genuine issue as to any material fact exists with regard to whether the second returned version of the form properly rejected underinsured motorist coverage, the court now turns to the question of whether Christine Renee Stiltner was acting as the agent of Douglas Earl Stiltner when she signed the rejection form.

The key testimony appears in the deposition of Douglas Earl Stiltner on page 74 and Christine Renee Stiltner commencing on page 21. Mr. Stiltner confirmed that his wife had authority to transact matters under his automobile insurance policy as long as she did not make any changes or left things as they were. He also indicated that she was to discuss any matters with him before she handled it.

Specifically, Mr. Stiltner testified as follows:



- Q. (by Mr. Murphy) Okay. From the time you were married until the time of your accident, did you ever question your wife about any changes she made to your automobile insurance policy?
- A. She wouldn't have made any changes to the policy.
- Q. So if she would have done anything, she would have left things as they were?
- A. Yes.
- Q. Okay. Would that have been okay with you, as long as she did something that kept the policy the same as it had been?
- A. If she had discussed it with me.
- Q. But you never made any changes yourself to the policy as we discussed earlier?
- A. Other than drivers and cars.
- Q. Okay. And you never objected to anything she did in connection with the policy prior to your accident, did you?
- A. Well, she didn't do anything I wasn't aware of, so I wouldn't have objected.

Mrs. Stiltner admitted that she would not have taken any action in regard to the insurance policy without her husband's permission or approval. She also admitted that she would not have done so or signed any document without discussing it with her husband first. Therefore, there is no reasonable inference that Christine Renee Stiltner was acting outside the scope of the authority her husband had given her based on this testimony.

Specifically, Mrs. Stiltner testified as follows:

- Q. Okay. Do you know why your signature would appear on a document that concerns the USAA automobile policy?



A. No.

Q. Would you have signed a document for the automobile policy without your husband's permission?

A. No.

Q. Would you have signed it without his approval?

A. No.

Q. Would you have signed it contrary to his instructions?

A. Say that again?

Q. Would you have signed it and accomplished something contrary to what he told you?

A. No.

Q. Would you have signed it without discussing it with him?

A. No. Because, usually, it comes to him.

Q. Okay. But if you signed it, would you have done so without him knowing about it?

A. No.

Q. Would you have kept it a secret from him?

A. No.

Q. Would you have shown it to him before you signed it?

A. Yeah.

Q. To your knowledge, were you attempting to change anything on the policy when you signed those documents that are marked as Exhibit 12?

A. No.

Moreover, Mr. Stiltner acknowledges that he received renewal notices at least every six months from the October 2007 renewal up to the time of the accident. Each renewal notice sent

to him, which were identified and reviewed during his deposition, clearly indicate that no underinsured motorist coverage is being provided for any vehicles listed on the policy.

Furthermore, Stiltner admits he never requested a correction for any mistake appearing on the policy or that the policy should have provided UIM coverage prior to the accident.

CONCLUSION

Based on the above, I find that USAA made a meaningful offer of UIM coverage to its named insured, Douglas Earl Stiltner, by mailing an offer form to him. Furthermore, I find that Douglas Earl Stiltner properly rejected coverage through the signature of his wife, Christine Renee Stiltner, to the form which was returned to USAA on October 19, 2000 and their testimony that she was acting within the authority of her implied agency at the time she did so. Therefore, it is

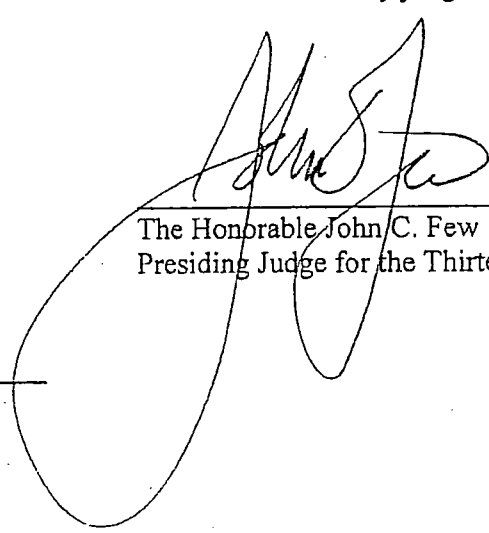
ORDERED, ADJUDGED and DECREED that USAA's motion for summary judgment be and hereby is GRANTED. The Plaintiffs' motion for summary judgment is denied.

IT IS SO ORDERED.

Greenville, South Carolina

Date: _____

2/24/09



The Honorable John C. Few
Presiding Judge for the Thirteen Circuit Court

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2007-CP-23-6453

Douglas Earl Stiltner and Christine
Rene Stiltner,

Plaintiffs,

vs.

USAA Casualty Insurance Company,

Defendant.

ORDER

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The above-referenced case was tried before the court on May 8, 2012. Appearing on behalf of the Plaintiffs was Bryan Ramey, Esquire. Appearing on behalf of the Defendant was J.R. Murphy, Esquire. After hearing the testimony, reviewing the exhibits, and considering the applicable case law, I find in favor of the Defendant.

This action is for reformation of the Plaintiffs' automobile insurance policy with Defendant USAA to include underinsured motorist (UIM) coverage in connection with injuries Plaintiffs suffered in an automobile accident on March 25, 2007. The basis for reformation is that USAA failed to make a meaningful offer of coverage because the rejection form was completed and executed by Christine Rene Stiltner outside the scope of her authority as the agent of her husband, the named insured under the policy.

Procedural posture

USAA previously obtained summary judgment and Plaintiffs appealed this case to the South Carolina Court of Appeals. On appeal, the Court of Appeals affirmed in part, reversed in part, and remanded the case for trial of the remaining issues.

In granting USAA's motion for summary judgment, Circuit Judge John C. Few found that USAA's offer form satisfied all the statutory and common law requirements for offers of UIM coverage. Plaintiffs admitted that the adequacy of the form of the offer is not in question in their appellate brief to the Court of Appeals. Judge Few's findings that USAA's offer of UIM

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coverage was transmitted in a commercially reasonable manner and that the offer form clearly indicated a rejection of UIM coverage were not appealed.

The Court of Appeals affirmed Judge Few's finding that Mrs. Stiltner had implied authority to act on Mr. Stiltner's behalf regarding his insurance coverage provided her actions did not change his existing coverage and she consulted with Mr. Stiltner before she acted. Stiltner v. USAA Cas. Ins. Co., 395 S.C. 183, 190, 717 S.E.2d 74, 77-78 (Ct. App. 2011). As framed by the opinion of the Court of Appeals, the issues on remand are whether Mrs. Stiltner was acting within the scope of her authority when she executed the rejection form and returned it to USAA, whether Mr. Stiltner ratified the acts of Mrs. Stiltner in rejecting underinsured motorist coverage, and whether Mrs. Stiltner should be estopped to avoid the rejection with respect to her own claim by disavowing her own authority to act on behalf of her husband.

This court finds that the prior orders of this court and the Court of Appeals establish as law of the case the fact that the written offer form submitted to the Plaintiffs satisfied the meaningful offer requirement, that the offer of UIM coverage was transmitted in a commercially reasonable manner, and the second and final version of the form clearly indicated that UIM coverage was rejected. Additionally, I find it is law of the case that Mrs. Stiltner had implied authority to reject UIM coverage for Mr. Stiltner subject to the conditions set forth above.

Factual Background

Mr. Stiltner testified that he insured his vehicles with USAA beginning in 1990 or 1991. Mrs. Stiltner was added to his policy around the time they married in 1998. At some point, Mr. Stiltner raised his liability limits to 100/300/50.

Plaintiffs' policy has not carried UIM coverage since at least April 14, 2001 according to declarations pages introduced at trial. No declarations pages were presented for the period between April 14, 1999 and April 14, 2001. Plaintiffs introduced a copy of a declaration page

for the period from October 14, 1998 to April 14, 1999 indicating the policy contained UIM coverage at that time.

The undisputed evidence reflects that on October 17, 2000, uninsured motorist (UM) and UIM rejection forms signed by Mrs. Stiltner were faxed to USAA from Mrs. Stiltner's place of employment. The markings on the form were inconsistent because they indicated a rejection of coverage, but various coverage limits were also selected.

On October 19, 2000, which was two days after the first set of rejection forms was faxed to USAA, a second set of rejection forms was faxed to USAA from the same location. This second form has been found to have indicated a clear rejection of UIM coverage.

Mr. Stiltner testified he generally handled matters concerning the USAA policy and he did not recall giving his wife authority to sign and return the UIM rejection form for him. However, Mrs. Stiltner was authorized to handle matters relating to the insurance policy if she did not make any changes and she discussed it with him before doing so. The Court of Appeals upheld this court's earlier finding that Mrs. Stiltner had implied authority as long as she complied with these conditions.

Mrs. Stiltner's deposition testimony was published at trial. Her testimony was that she would not have made any changes to the policy or signed and returned the UIM rejection form without first discussing it with her husband.

No documentary evidence was presented as to whether UIM coverage existed on the policy at the time Mrs. Stiltner signed and returned the rejection form in October 2000. Although the 1998-99 declarations page indicates UIM coverage existed at that time, Plaintiffs both testified that no changes were made to the policy as a result of Mrs. Stiltner's actions. No evidence has been presented that UIM coverage was discontinued as a result of the rejection form at issue.

Having carefully considered the evidence introduced at trial, I find based upon a preponderance of evidence that Mrs. Stiltner was acting within the scope of her authority at the time she executed and transmitted the rejection form to USAA. I further find that the evidence supports a finding that Mr. Stiltner ratified his wife's actions by failing to object to the rejection of UIM coverage despite having received numerous declarations pages clearly indicating UIM coverage did not exist between October 2000 and the date of the accident.

ANALYSIS

I. Mrs. Stiltner's Scope of Authority

The evidence indicates that the remaining factual dispute as to whether Mrs. Stiltner was acting within the scope of her authority should be answered in the affirmative. Mrs. Stiltner had the authority to act on her husband's behalf so long as she discussed her actions with her husband and did not make any unilateral changes. I find based on a preponderance of the evidence that Mrs. Stiltner did not violate either of these conditions.

A. Evidence of changes to the policy made by Mrs. Stiltner

The evidence does not support a finding that changes were made to the policy on account of the actions of Mrs. Stiltner. Plaintiffs have previously admitted that Mrs. Stiltner's actions did not change the existing coverage on the policy at the time she rejected UIM coverage. Mrs. Stiltner also testified she would not have made changes to the policy's coverages without discussing it with her husband.

Mrs. Stiltner's testimony outweighs any inference that could be drawn from the 1998-99 declarations page. The 1998-99 declarations page is remote in time from the UIM rejection form at issue, and any number of changes could have been made during the intervening period. For example, the 1998-99 declarations page indicates that Mrs. Stiltner was added as an operator under her maiden name, causing an increase in premium. The declarations pages also reflect that

during the time between April 1999 and October 2001, the Stiltner's were married, moved to Easley, South Carolina, and purchased two vehicles. Mr. Stiltner also raised his liability limits from 25/50/25 to 100/300/50. All of these changes could have affected the policy premium, triggering a decision by Mr. Stiltner to decline UIM coverage. On balance, I find Mrs. Stiltner's actions did not unilaterally change the coverage under the policy.

B. Evidence that Plaintiffs discussed UIM coverage

I also find that USAA has proven by a preponderance of the evidence that Mrs. Stiltner executed the UIM rejection form with the knowledge and consent of her husband. This is evidenced by and through the attendant facts, including the following:

First, the UIM rejection form was transmitted to USAA, not once but twice, directly from Mrs. Stiltner's place of employment. The evidence also revealed that the UIM rejection form was transmitted to Mrs. Stiltner's place of employment by USAA on one occasion. The UIM rejection forms introduced indicate that on October 17, 2000, the first rejection form signed by Mrs. Stiltner was faxed to USAA from Mrs. Stiltner's place of employment. However, the markings on the first rejection form were inconsistent because they indicated both a rejection of UIM coverage and a selection of certain UIM coverage limits. The second UIM rejection form, which showed transmissions from Mrs. Stiltner's place of employment to USAA on October 19, 2000, was modified to make the signed rejection of UIM coverage consistent in the body of the document.

Second, the testimony of both Plaintiffs was clear that any and all matters concerning insurance would have been discussed and agreed upon by both husband and wife. There was no evidence that Mrs. Stiltner failed to discuss UIM coverage with her husband. Moreover, the only reasonable inference is that she did in fact discuss this matter prior to sending in the second

executed rejection form, if not the first also. The evidence indicates that Mr. and Mrs. Stiltner did in fact discuss the UIM rejection form before Mrs. Stiltner signed and returned it to USAA.

Third, the period of time between the first facsimile transmission and the second facsimile transmission would have provided Mr. and Mrs. Stiltner ample opportunity to discuss and contemplate their options as to UIM coverage. The fact that the second transmission was two days after the first transmission supports the inference that Plaintiffs had time to and did discuss the issue before the second UIM rejection form was transmitted.

Fourth, Mr. Stiltner continually received declarations pages from USAA for a period of over six (6) years between the time of the UIM rejection and the date of the accident. These declarations pages clearly indicated that the policy did not provide UIM coverage for any vehicle listed on the policy. The failure of Mr. Stiltner to complain after receiving clear notice of his wife's action was sufficient evidence of apparent authority. Plaintiffs cannot now complain that Mrs. Stiltner acted outside the scope of her authority because Mr. Stiltner's failure to object confirms that she in fact had apparent authority to do the very act which Plaintiffs now contend was unauthorized. See Carr v. Moragne, 136 S.C. 218, ___, 131 S.E. 424, 426 (1926) (holding that acquiescence and long-continued silence by a principal after an unauthorized act by an agent is evidence of apparent authority).

Therefore, based upon all of the above facts, I find based on a preponderance of evidence that Mrs. Stiltner was acting within the scope of her authority at the time she executed and transmitted the UIM rejection form to USAA. As a result, I find that the Plaintiffs are not entitled to reformation of the policy.

II. Ratification

In addition, USAA raised the issue of ratification, asserting that even if Mrs. Stiltner acted outside the scope of her authority, Mr. Stiltner ratified her actions by his course of conduct

over the ensuing six and a half years. I find as a matter of fact that Mr. Stiltner did ratify the act of Mrs. Stiltner in rejecting UIM coverage. USAA has proven by a preponderance of the evidence the three elements establishing ratification.

The lack of authority of an agent can be overcome by the principal's ratification of the agent's conduct. Ratification exists upon the concurrence of three elements: 1) acceptance by the principal of the benefits of the agent's act, 2) full knowledge of the facts, and 3) circumstances or an affirmative election indicating an intention to adopt the unauthorized arrangements. Lincoln v. Aetna Cas. & Surety Co., 300 S.C. 188, 191, 386 S.E.2d 801, 803 (Ct. App. 1989).

In this case, the evidence was undisputed that not only did the Stiltners expect USAA to provide the coverages provided under the policy after October of 2000, but that the Stiltners in fact submitted two separate collision claims for property damage to their own vehicles, both of which were honored by USAA. Plaintiffs also received the benefit of a reduction in premium for over six years by the fact that UIM coverage was not included on the policy. Therefore, USAA satisfied the first element of the doctrine of ratification.

Secondly, it was undisputed that Douglas Stiltner received a renewal declarations page at least once every six months, and sometimes more frequently, which clearly indicated the coverages provided on the policy. More importantly, these declarations pages contained an express disclaimer that UIM coverage was not provided for any vehicle on the policy.

Declarations pages were sent at each six-month renewal. Declarations pages were also sent whenever changes were made to the policy. USAA presented uncontroverted evidence that Mr. Stiltner received a total of twenty-six (26) declarations pages between October 2000 and the date of the accident, all of which contained the express statement for each vehicle listed on the policy: "THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT

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PROVIDED FOR: . . . UNDERINSURED MOTORISTS." Mr. Stiltner testified that he reviewed each declarations page as it came in to verify its accuracy as to the covered vehicles and the premium. Any change to UIM coverage would have been reflected in the policy premium. Additionally, the 1998-99 declarations page attests that Mr. Stiltner had knowledge of UIM coverage because he had it at some time before Mrs. Stiltner signed and returned the UIM rejection form at issue.

Mr. Stiltner's admission that he received the declarations pages, coupled with the declarations pages introduced at trial, clearly establish that Mr. Stiltner had full knowledge of the fact that his policy did not provide UIM coverage for a period in excess of six years prior to the accident.

Lastly, Mr. Stiltner, having accepted the full benefits of coverage and with knowledge that his policy did not contain UIM coverage, failed to take any action to correct or question his wife's rejection of UIM coverage. His continued payments of the semi-annual premiums after notice establish circumstances of an affirmative election indicating his intention to accept the allegedly unauthorized arrangements made by his wife. In other words, he had ample opportunity to object to the omission of UIM coverage from his policy if in fact his wife was unauthorized to have rejected the coverage. His failure to object while simultaneously making payments and enjoying the coverages provided by the policy satisfies the third element of the doctrine of ratification.

Therefore, the undisputed evidence clearly establishes all three elements of the doctrine of ratification. The Plaintiffs' attempt to disavow the actions of Mrs. Stiltner based on the allegation that she exceeded the scope of her authority as her husband's agent therefore must fail. I find by a preponderance of evidence that Mr. Stiltner fully ratified her conduct after the time

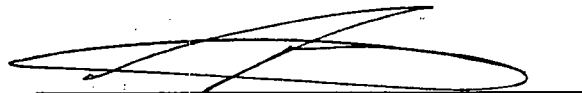
that the rejection form was transmitted to USAA for a period of six and a half years until the Plaintiffs' unfortunate accident.

III. Estoppel

Lastly, the court considered the argument of estoppel based on the fact that Rene Stiltner, at a minimum, should be prohibited from disavowing her own agency in an attempt to gain a financial windfall. The court makes no determination as to estoppel since the rulings set forth above are dispositive of the case. Therefore, based on the above, it is

ORDERED, ADJUDGED and DECREED that a declaratory judgment be entered in favor of the Defendant finding that the policy of insurance issued to Douglas Earl Stiltner shall not be reformed to include UIM coverage for the injuries sustained by the Plaintiffs in an automobile accident of March 25, 2007.

IT IS SO ORDERED.



The Honorable Robin B. Stillwell
Presiding Judge, Circuit Court

Greenville, South Carolina

Dated: 17 MAY 2012

A Certified Copy
Paul B. Wislenski
Clerk of Court C.P. & G.
Greenville County, SC
Dated 5-12-12

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Douglas Earl Stiltner and Christine
Rene Stiltner,

Plaintiffs,

v.

USAA Casualty Insurance Company,

Defendant.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

ORDER DENYING PLAINTIFFS'
MOTION TO ALTER OR AMEND
AND FOR A NEW TRIAL
OR RECONSIDERATION

C. A. No.: 2007-CP-23-6453

This matter comes before the Court pursuant to the Plaintiffs' Motion to Alter or Amend and for a New Trial or Reconsideration dated June 1, 2012, and filed with the Clerk of Court on June 5, 2012. After having carefully considered the same, the Motion is respectfully denied.

AND IT IS SO ORDERED.



ROBIN B. STILWELL

June 10, 2012
Greenville, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

Douglas Earl Stiltner and Christine
Rene Stiltner)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER

2007-CP-23-6453
COMPLAINT

v.)

USAA Casualty Insurance Company,)
Defendant.)

The Plaintiffs, above named, complaining of the Defendant herein, would respectfully show unto this Court as follows:

1. That the Plaintiffs, Douglas Earl Stiltner and Christine Rene Stiltner, are residents of Pickens County, South Carolina.
2. That the Defendant, USAA Casualty Insurance Company (hereafter "USAA"), is a corporation organized and existing under the laws of one of the states of the United States of America.
3. That on information and belief, USAA is licensed and authorized to do business in South Carolina by the South Carolina Department of Insurance.
4. That on information and belief, USAA was doing substantial business in South Carolina at all times mentioned herein.
5. That the Plaintiffs have potential causes of action against Ashley Tipton Shockley (hereafter "Shockley") for injuries and other damages that they sustained as a result of an automobile collision between Plaintiffs and Shockley on or about March 25, 2007.
6. That Allstate Insurance Company provides liability coverage to Shockley under policy

number 1 30 253133 02/23 with liability limits of \$25,000.00 per person and \$50,000.00 per accident.

7. That USAA provides automobile insurance to the Plaintiffs under policy number 0955 52 18C 7102 8.
8. That USAA policy number 0955 52 18C 7102 8 lists five vehicles as being covered by the policy.
9. That USAA policy number 0955 52 18C 7102 8 carries policy limits of \$100,000.00 per person and \$300,000.00 per accident in liability coverage; but does not provide for any underinsured motorist (hereafter "UIM") coverage.
10. That on or about March 25, 2007, while USAA policy number 0955 52 18C 7102 8 issued to the Plaintiffs was in force, Plaintiffs were operating a vehicle insured under the USAA policy when they were struck by an automobile driven by Shockley.
11. That Plaintiffs sustained severe injuries and other damages as a result of the collision with Shockley.
12. That Shockley's liability insurance coverage cannot make adequate payment because the Plaintiffs' damages exceed the liability coverage available to Shockley.
13. That the Plaintiffs do not have an adequate remedy at law to recover for damages as a result of the aforementioned collision.
14. That this action is brought pursuant to the South Carolina Uniform Declaratory Judgments Act as outlined in South Carolina Code of Laws §15-53-10 *et seq.*, for declarations of the rights, status and other legal relations of the parties under the policy of automobile insurance issued by USAA to the Plaintiffs.

15. That the amount in controversy exceeds the threshold amount required for additional interrogatories under Rule 33(b)(8).

REFORMATION OF THE USAA POLICY

16. Paragraphs 1 through 15 above are incorporated herein as if repeated verbatim.
17. That, upon information and belief, when issuing policy number 0955 52 18C 7102 8, USAA did not make a meaningful offer of UIM coverage because, *inter alia*:
- a. USAA has not produced a UIM rejection form that was properly completed and executed by the named insured as required by South Carolina Law;
 - b. USAA did not make an offer of UIM coverage in a commercially reasonable manner as required by South Carolina Law; and
 - c. USAA did not intelligibly advise the named insured of the nature of UIM coverage as required by South Carolina Law.
18. That the Plaintiffs are informed and believe that the Court should reform the USAA policy to provide the Plaintiffs UIM coverage with limits equal to those of the liability insurance coverage in the policy.
19. The Plaintiffs are informed and believe that the Court should declare that the Plaintiffs' damages are covered by UIM coverage in the reformed USAA policy.

STACKING OF UIM COVERAGE

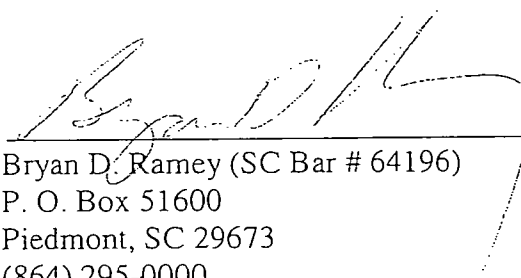
20. Paragraphs 1 through 19 above are incorporated herein as if repeated verbatim.
21. That Plaintiff, Douglas Earl Stiltner, is the named insured on the USAA policy.
22. That Plaintiff, Christine Rene Stiltner, is a listed operator on the USAA policy and she was a resident relative of the named insured at the time of the accident with Shockley.

23. That the vehicle the Plaintiffs were operating in the collision was a listed insured vehicle on USAA policy number 0955 52 18C 7102 8.
24. That both Plaintiffs are Class I insureds in the accident with Shockley.
25. The Plaintiffs are informed and believe that the Court should declare that they are entitled to stack the UIM coverage for each of the five vehicles covered by the USAA policy allowing the Plaintiffs to collect up to \$500,000.00 each in UIM coverage.

WHEREFORE, the Plaintiffs pray that judgment be entered as follows:

- A. Reforming USAA policy number 0955 52 18C 7102 8 to include UIM coverage in the same limits as the liability coverage in the policy;
- B. Declaring both Plaintiffs to be Class I insureds entitling the Plaintiffs to collect up to \$500,000.00 each in UIM coverage from USAA;
- C. For the costs and expenses of this action;
- D. For any further relief that the Court deems just and appropriate.

BRYAN D. RAMEY & ASSOCIATES, P.A.
TRIAL LAWYERS

By: 

Bryan D. Ramey (SC Bar # 64196)
P. O. Box 51600
Piedmont, SC 29673
(864) 295-0000
LawyerRamey@BryanRamey.com

October 1, 2007

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

CIVIL ACTION NO: 2007-CP-23-6453

Douglas Earl Stilner and Christine
Rene Stilner,

Plaintiffs,

v.

ANSWER ON BEHALF OF DEFENDANT

USAA Casualty Insurance Company

Defendant.

**TO: BRYAN D. RAMEY, ATTORNEY FOR THE PLAINTIFFS AND THE
PLAINTIFFS ABOVE NAMED:**

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

FOR A FIRST DEFENSE

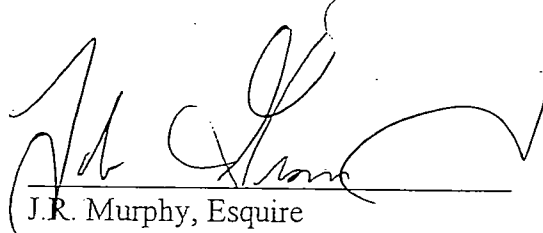
1. The Defendant denies each and every allegation of the Plaintiff's Complaint not
hereinafter specifically admitted.
2. Paragraphs 1 through 25 are denied

FOR A SECOND DEFENSE

3. The Defendant would show, upon information and belief, that the Complaint fails
to state facts sufficient to constitute a cause of action and, therefore, the Plaintiff's
Complaint should be dismissed with costs.

WHEREFORE, having fully answered, the Defendant prays that the Plaintiff's
Complaint be dismissed with costs.

MURPHY & GRANTLAND, P.A.



J.R. Murphy, Esquire

John M. Grantland

PO Box 6648

Columbia, South Carolina 29260

(803) 782-4100

Attorneys for the Defendant

Columbia, South Carolina

November 2, 2007

ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2007-CP-23-6453

Douglas Earl Stiltner and Christine
Rene Stiltner,

Plaintiffs,

vs.

USAA Casualty Insurance Company,

Defendant.

TRIAL BRIEF

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS
2012 MAY 15 A 9:04

Defendant USAA Casualty Insurance Company (USAA) submits the following Trial Brief in support of its position at trial.

STATEMENT OF THE CASE

Plaintiffs brought this action for reformation of their auto policy with USAA to include underinsured motorist (UIM) coverage in connection with injuries they suffered in an automobile accident on March 25, 2007. They seek reformation of the policy to include UIM limits equal to their liability limits.

This case is set for trial on remand from the South Carolina Court of Appeals. Many of the facts are undisputed and/or have become law of the case. As framed by the Court of Appeals, the sole factual issue is whether Mrs. Stiltner exceeded the scope of her authority when she signed the UIM rejection form indicating a rejection of UIM coverage.

UNDISPUTED FACTS

In granting USAA's motion for summary judgment, this Court found that the USAA's offer form satisfied all the statutory and common law requirements for offers of UIM coverage. (Order Granting Summary Judgment to Defendant, pp. 2-4, attached as Exhibit 1.) This finding

is law of the case because Plaintiffs admitted that the adequacy of the form of the offer is not in question in their appellate brief to the Court of Appeals. (Final Brief of Appellants, p. 7, attached as Exhibit 2.) This Court's findings that USAA's offer of UIM coverage was transmitted in a commercially reasonable manner and that the offer form clearly indicated a rejection of UIM coverage are also law of the case because they were not appealed.

The sole issues raised by Plaintiffs on appeal were whether this Court erred in finding that Mrs. Stiltner had authority to act as Mr. Stiltner's agent when she signed the UIM rejection form and whether she was acting within the scope of her authority in doing so. Stiltner v. USAA Cas. Ins. Co., 395 S.C. 183, 188, 717 S.E.2d 74, 77 (Ct. App. 2011). The Court of Appeals affirmed this Court's finding that Mrs. Stiltner had authority to reject UIM coverage on behalf of Mr. Stiltner. Id. at 189-90, 717 S.E.2d at 77-78. The reversal was based on the appellate court's finding that questions of fact existed as to whether Mrs. Stiltner was acting within the scope of her authority in signing the UIM rejection form. Id. at 190-91, 717 S.E.2d at 78.

Thus, the only remaining factual dispute concerns Mrs. Stiltner's scope of authority in signing the rejection form. The undisputed facts concerning the circumstances of the UIM rejection are as follows.

Mr. Stiltner insured his vehicles with USAA beginning in 1990 or 1991. Stiltner, 395 S.C. at 186, 717 S.E.2d at 75. Mrs. Stiltner was added to his policy after they married in 1998. Id. At some point, Mr. Stiltner raised his liability limits to 100/300/50. Id. Plaintiffs' policy has never carried UIM coverage. Id.

On October 17, 2000, uninsured motorist (UM) and UIM rejection forms signed by Mrs. Stiltner were faxed to USAA from Mrs. Stiltner's place of employment. Stiltner, 395 S.C. at

186, 717 S.E.2d at 75-76. The markings on the form were inconsistent because they indicated a rejection of coverage, but various coverage limits were also selected. Id.

USAA provided uncontroverted testimony by affidavit that due to the inconsistencies in the markings on the rejection forms, USAA would have contacted Plaintiffs to seek clarification. Id. at 186, 717 S.E.2d at 76. (See also Affidavit of Richard Kennedy, ¶ 5; Affidavit of Nicholas Cocking, ¶ 5, attached as Exhibits 3 and 4, respectively.) The fact that the name and phone number for Karen Mallory, an USAA Member Service Representative, was handwritten on the revised UIM rejection form corroborates this testimony. (Id.)

On October 19, 2000, which was two days after the first set of rejection forms was faxed to USAA, a second set of rejection forms was faxed to USAA from the same location. This second form has been found to have indicated a clear rejection of UIM coverage. (Order granting Mot. for Summ. J. at 5-6.)

FACTS REGARDING AGENCY AND SCOPE OF AUTHORITY

On appeal, Plaintiffs contested the agency authority of Mrs. Stiltner to sign the UIM rejection form on behalf of Mr. Stiltner, the named insured on the policy. The Court of Appeals affirmed this Court's finding that Mrs. Stiltner had authority to reject UIM coverage on behalf of Mr. Stiltner. Stiltner, 395 S.C. at 189-90, 717 S.E.2d at 77-78. The evidence regarding the factual issue of the scope of Mrs. Stiltner's agency authority is as follows.

Mr. Stiltner testified he generally handled transactions with USAA regarding his policy. (Dep. of Douglas E. Stiltner, p. 14, attached as Exhibit 5.) However, Mrs. Stiltner had authority to transact matters under the policy on two conditions: (a) she did not make any changes, and (b) she discussed any matters with him before she handled it. Stiltner, 395 S.C. at 189-90, 717 S.E.2d at 77-78. (See also Dep. of Douglas Stiltner at 40, 73-74.)

A. Evidence regarding unauthorized changes

There is no evidence that any changes were ever made to the policy regarding UM or UIM coverage. Minimum limits UM coverage is automatically included as required by law. S.C. Code Ann. § 38-77-150. The policy has never included UIM coverage. Stiltner, 395 S.C. at 186, 717 S.E.2d at 75. Mr. Stiltner denied finding any changes to his policy that he had not authorized. (Id. at 43-44.) Therefore, no evidence exists that Mrs. Stiltner made changes to UIM coverage which were unauthorized by Mr. Stiltner.

B. Evidence of discussions before the UIM rejection form was signed

Mrs. Stiltner unequivocally testified that she would not have signed the UIM rejection form and sent it in without first showing it to Mr. Stiltner and following his instructions. (Dep. of Christine R. Stiltner, pp. 27-28, attached as Exhibit 5.) The Court of Appeals' holding that a question of fact existed as to whether Plaintiffs discussed the UIM rejection form before Mrs. Stiltner signed it and faxed it back to USAA was based on Mr. Stiltner's testimony. Stiltner, 395 S.C. at 190-91, 717 S.E.2d at 78. The testimony upon which Plaintiffs relied in raising this argument is as follows:

Q. Do you recall a form coming in the mail to the house and someone having to fill it out and sign it and send it back in to USAA around 2000?

A. No.

Q. Do you ever recall having any discussions with your wife about a form that had come from USAA?

A. No.

(Dep. of Douglas Stiltner at 33.)

Q. Do you know anything about the form that was, you know, that USAA contends was signed and sent back to USAA as part of your policy?

A. No. I don't remember that form.

Q. Did you ever discuss it with your wife?

A. I don't -- no.

(Id. at 34.)

Q. Okay. And do you know when she would have signed this document, which is the top page of Exhibit 12?

A. I don't know when or why she would have signed it. I mean, I usually took care of that.

(Id. at 36.)

Q. All right. Now, do you ever recall talking with her about this form either before or after she signed it?

A. No sir.

(Id. at 37.)

Q. She never told you, oh, by the way, honey, I signed a form for USAA and sent it back?

A. Not that I remember, no.

Q. Can you ever ask her, can you handle that? Will you send it back in for me?

A. No. That typically would not have been done.

Q. Over the years, had you signed some documents with USAA?

A. Oh, yeah.

Q. And sent them back in?

A. Yeah.

Q. Did you ever have her help you do that?

A. No.

(Id. at 74-75.)

PLAINTIFF'S BURDEN OF PROOF

In civil cases, the burden is upon the Plaintiff to prove his case by a preponderance of evidence. Smith v. Barr, 375 S.C. 157, 161, 650 S.E.2d 486, 489 (Ct. App. 2007). To prevail, Plaintiffs must demonstrate that Mrs. Stiltner's unequivocal testimony that she would have discussed the UIM rejection form with Mr. Stiltner before signing it is outweighed by the force of Mr. Stiltner's testimony.

ARGUMENT

Although South Carolina law requires the named insured to sign a rejection of UIM coverage, a spouse may sign as an authorized agent. Allstate Ins. Co. v. Estate of Hancock, 345 S.C. 81, 86-87 n.4, 545 S.E.2d 845, 847-48 n.4 (Ct. App. 2001); Nationwide Mut. Ins. Co. v. Powell, 93 Fed. Appx. 565, 566 (4th Cir. 2004). A true agency relationship may be established by evidence of actual or apparent authority. Fernander v. Thigpen, 278 S.C. 140, 143, 293 S.E.2d 424, 426 (1982).

I. Mr. Stiltner's ambiguous and conflicting testimony fails to carry Plaintiffs' burden of proof of the absence of actual authority.

A party's lack of recollection is generally insufficient to prove his case by a preponderance of evidence. State v. Covington, 343 S.C. 157, 164, 539 S.E.2d 67, 70 (Ct. App. 2000); Walker v. Kelly, 589 F.3d 127, 135-36 (4th Cir. 2009). Plaintiffs cannot prove they did not discuss the UIM rejection form because Mr. Stiltner could not remember what happened.

In almost every instance, Mr. Stiltner testified he simply could not recall what happened with regard to the UIM rejection form. He first testified that he did not remember the form and he did not remember discussing it with his wife. (Dep. of Douglas Stiltner at 33.) He again testified he did not remember the form. (Id. at 34.) In answering a follow-up question whether he discussed it with his wife, Mr. Stiltner testified "I don't – no." (Id.) Although the court

reporter transcribed his answer as "no," this answer is ambiguous because he it could just as easily have been understood as "I don't know." Shortly thereafter, Mr. Stiltner testified he did not know when or why his wife signed the form because he usually handled such matters himself. (Id. at 36.) Mr. Stiltner denied any recollection of a discussion with his wife either before or after he signed the form. (Id. at 37.) Later in the deposition Mr. Stiltner again denied recollection of his wife telling him about the UIM rejection for when she signed it and sent it back. (Id. at 74-75.) He testified that typically he would not have asked her to sign a form and send it back. (Id. at 75.)

Denials of recollection of a conversation about the UIM rejection form are not the same as denials that the conversations occurred. Mr. Stiltner's testimony leaves open the possibility that Plaintiffs may have discussed the form but he simply could not remember discussing it.

The only categorical denial of any question regarding discussion about the UIM rejection form is Mr. Stiltner's response to the question, "Did you ever have her help you with that?" (Dep. of Douglas Stiltner at 75.) This question addresses the general course of conduct between the Plaintiffs. Moreover, by this time in the deposition Mr. Stiltner had already repeatedly denied any recollection of the circumstances surrounding the signing and returning of the UIM rejection form and his testimony should be construed consistently with those answers to avoid perjury.

At most, Mr. Stiltner's responses support a finding that generally he alone handled matters concerning the policy, but could not recall anything about the specific transaction at issue. He did not recall any specific instances when he delegated such authority to Mrs. Stiltner. However, he did not deny that Mrs. Stiltner signed and faxed the form to USAA. His testimony was that he simply could not recall any discussions about the UIM rejection form at the time.

In contrast, Mrs. Stiltner admitted she would have only signed the form based on instructions from Mr. Stiltner. Although she could not remember the exact circumstances surrounding the UIM rejection form, she testified she would not have signed it without showing it to Mr. Stiltner. (Dep. of Christine Stiltner at 27-28.) She also testified that Mr. Stiltner would have authorized her to sign the form as long as no changes were made. (*Id.* at 21.) The coverage in effect at the time of the accident was exactly what Mr. Stiltner wanted. (*Id.* at 32.) Courts have held that admissions that UIM rejection forms were signed at the direction of the named insured were sufficient to establish express authority. Miller v. State Farm Mut. Auto. Ins. Co., 271 S.E.2d 14 (Ga. Ct. App. 1980) (holding that even though the named insured's wife had no express authority to sign an UIM rejection form, she was bound by her admissions that she signed it based on the direction of her husband).

This Court has already implicitly found that Mrs. Stiltner's testimony was more credible because it granted USAA's motion for summary judgment. The effect of the Court of Appeals' ruling is simply to find that a scintilla of evidence exists to contradict this finding. To prevail at trial, however, Plaintiffs must present much more than a scintilla of evidence. Under the much higher preponderance standard, the evidence does not support a finding that Plaintiffs did not discuss the UIM rejection form before Mrs. Stiltner signed it and faxed it back to USAA. This Court should therefore find that Mrs. Stiltner had actual authority to sign and return the UIM rejection form for Mr. Stiltner.

II. Mrs. Stiltner had apparent or ostensible authority to sign the UIM rejection form.

Even if Mrs. Stiltner lacked actual authority to sign for Mr. Stiltner, this Court's previous finding that USAA made a meaningful offer of UIM coverage should stand because Mrs. Stiltner

had apparent or ostensible authority to sign for her husband.¹ The Court of Appeals has already affirmed this Court's finding that Mrs. Stiltner had authority as an implied agent to act on Mr. Stiltner's behalf regarding coverage under the USAA policy. Stiltner, 395 S.C. at 190, 717 S.E.2d at 77-78.

Express authority from the principal is not required for an agent's actions to be binding. Nationwide Mut. Ins. Co. v. Prioleau, 359 S.C. 238, 243, 597 S.E.2d 165, 168 (Ct. App. 2004). An agent acting with apparent or ostensible authority may bind the principal even though acting outside the scope of her authority. R&G Constr., Inc. v. Lowcountry Reg'l Transp. Auth., 343 S.C. 424, 540 S.E.2d 113 (Ct. App. 2000).

A. Apparent agency can be established by negligence or implication.

"The apparent authority of an agent results from conduct or other manifestations of the principal's consent, whereby third persons are justified in believing the agent is acting within his authority." Id. at 434, 540 S.E.2d at 118. "Such authority is implied where the principal passively permits the agent to appear to a third person to have the authority to act on his behalf." Id. Apparent or ostensible agency may be created by negligence of the principal. "[A]pparent or ostensible agency exists where the principal intentionally or by want of ordinary care induces third persons to believe another to be his agent when in fact he did not employ such a person." Sells Lumber & Mfg. Co. v. Carr Lumber Co., 179 S.C. 407, ___, 184 S.E. 674, 677 (1936). "In the husband-wife context, one spouse cloaks the other with apparent authority to act on his or her behalf if the facts and circumstances surrounding the transaction give rise to the reasonable and logical inference that the nonacting spouse empowered the acting spouse to act for him or her." 41 Am. Jur. 2d Husband and Wife § 52 (2012).

¹ The Court of Appeals' ruling on estoppel was based on the existence of a question of fact, and did not finally determine this issue. Stiltner, 395 S.C. at 191-93, 717 S.E.2d at 78-79.

Courts have held that when a non-party spouse receives, retains, and enjoys the benefit of a contract entered into by the other spouse, only slight evidence of agency is required to charge that spouse as a principal. Poor v. Hill, 530 S.E.2d 838, 846 (N.C. Ct. App. 2000) (citing 41 C.J.S. Husband and Wife § 58 (1991)); Boyd v. Drum, 501 S.E.2d 91, 96 (N.C. Ct. App. 1998), aff'd, 511 S.E.2d 304 (N.C. 1999); 41 Am. Jur. 2d Husband and Wife § 131 (2012). Mrs. Stiltner is not a mere third party agent—she is Mr. Stiltner’s wife. Although Mr. Stiltner is the named insured on the policy, Mrs. Stiltner is treated as a named insured under the policy language because she is his spouse. In the policy, “you” is defined to mean “the ‘named insured’ shown in the Declarations and spouse if a resident of the same household.” (USAA policy, p. 3, attached as Exhibit 6.) As a resident spouse, Mrs. Stiltner is a statutory Class I insured, and she is seeking to stack UIM coverage on this basis. See S.C. Code Ann. § 38-77-30(7); Concrete Servs., Inc. v. U.S. Fid. & Guar. Co., 331 S.C. 506, 498 S.E.2d 865 (1998). Mr. Stiltner clearly purchased the USAA policy for the benefit of himself, his wife and his family. Mrs. Stiltner therefore had a direct interest in the policy and the coverage it provided—in this case, the same interest as Mr. Stiltner. Accordingly, only slight evidence of agency is required to demonstrate that she had apparent authority to sign the UIM rejection form for Mr. Stiltner.

“The elements of apparent agency are: (1) purported principal consciously or impliedly represented another to be his agent; (2) third party reasonably relied on the representation; and (3) third party detrimentally changed his or her position in reliance on the representation.” R&G Construction, 343 S.C. at 434, 540 S.E.2d at 118. The authority of an agent is a question of fact. Id.

The first element has already been satisfied because the Court of Appeals affirmed this Court’s finding that Mrs. Stiltner had authority as her husband’s agent. Moreover, apparent or

ostensible agency can also be established because Mrs. Stiltner's actions were merely ministerial in nature, through Mr. Stiltner's passive acceptance after notice, and through the course of dealing between the parties.

B. Ministerial acts of an agent are binding even if done without express authority.

An agent's actions are binding, even if contrary to private instructions, if they are merely ministerial and consistent with the principal's discretionary decision. Williams v. Texas Co., 202 S.C. 333, ___, 24 S.E.2d 873, 876 (1943); S.C. Jur. Agency § 27 (2012). Plaintiffs both admitted that Mrs. Stiltner's actions did not change anything on the policy and were consistent with Mr. Stiltner's wishes at the time. (Dep. of Douglas Stiltner at 43-44; Dep. of Christine Stiltner at 32.) Mr. Stiltner did not have UIM coverage on his policy at any time, either before or after the UIM rejection form at issue was signed. Stiltner, 395 S.C. at 186, 717 S.E.2d at 75. Since Mrs. Stiltner's actions merely continued the coverage that was already in place under the policy, they were merely ministerial in character and therefore binding even if not expressly authorized.

C. Passive acceptance after notice

Mr. Stiltner passively or negligently allowed the UIM rejection form to be signed and returned with his wife's signature. See Sells Lumber, 179 S.C. at ___, 184 S.E. at 677 (holding that a principal's manifestation of an agent's authority can be established by negligence). His passive acceptance of his wife's signing of the UIM rejection form and returning it to USAA without objection constitutes evidence that she had apparent authority to do so. See Carr v. Moragne, 136 S.C. 218, ___, 131 S.E. 424, 426 (1926) (holding that acquiescence and long-continued silence by a principal after an unauthorized act by an agent is evidence of apparent authority).

Mr. Stiltner cannot argue that he would have acted differently had he known of the UIM rejection form because he is charged with notice. This Court's finding that USAA's notification was commercially reasonable was not appealed. Moreover, Mrs. Stiltner's receipt of the UIM rejection form as Mr. Stiltner's agent put him on constructive notice. Crystal Ice Co. of Columbia, Inc. v. First Colonial Corp., 273 S.C. 306, 309, 257 S.E.2d 496, 497 (1979). Thus, Mr. Stiltner had notice of the UIM rejection form. Furthermore, Mr. Stiltner continued to be reminded by the clear and unambiguous statements on his renewal declarations pages that he received at least once every six months during the seven (7) year period from the time of the rejection until the accident. This acquiescence and long-continued silence by Mr. Stiltner is evidence of his wife's apparent authority to sign the rejection form on his behalf.

Despite being on notice of UIM coverage, Mr. Stiltner chose to reject it. He testified that USAA never failed to make a change on his policy that he requested. (Dep. of Douglas Stiltner at 44.) The coverage on the policy was in accordance with his wishes. (Id. at 43.)

D. Course of dealing

Moreover, Mrs. Stiltner's action was not a discrete event. See Sells Lumber, 179 S.C. at ___, 184 S.E. at 677-78 (holding that a course of dealing based on a single transaction or a series of transactions may create a conclusive presumption of apparent authority). USAA presented evidence that after she initially faxed the UIM rejection form, a USAA representative would have contacted the Stiltners regarding the discrepancy. (Affidavit of Kennedy, ¶ 5; Affidavit of Cocking, ¶ 5.) When the corrected UIM rejection form was faxed two days later, the name and phone number of an USAA representative were handwritten on it. (Id.) This provides evidence of at least four events in which Mrs. Stiltner acted on Mr. Stiltner's behalf: (1) the initial faxed rejection, (2) receipt of USAA's notification of the discrepancies in the initial rejection, (3) a

return phone call to USAA based on the handwritten phone number, and (4) the second faxed rejection. This series of communications during which Mrs. Stiltner represented herself as authorized to sign the form, after notice to Mr. Stiltner, evidences a course of dealing between the parties. By allowing Mrs. Stiltner to repeatedly hold herself out as having authority to sign the rejection form, Mr. Stiltner implied manifested to USAA that she had apparent authority to sign for him.

By implication from Mr. Stiltner's passive acceptance of his wife's actions after notice of the UIM rejection form and the course of dealing, Mr. Stiltner manifested to USAA that his wife had authority to sign the UIM rejection form. Therefore, Mrs. Stiltner's actions were binding even if they were unauthorized.

E. USAA's reliance was reasonable

Principals are estopped to argue that an agent lacked authority when innocent third parties have reasonably relied on the principal's manifestations of authority to their detriment.

R&G Construction, 343 S.C. at 432, 540 S.E.2d at 117. The Supreme Court of South Carolina has held:

The authority of the agent is to be tested and determined by the character bestowed upon the agent and not by the instructions given him by the principal, so far as innocent third parties are involved, so that acts or transactions may be within the sphere wherein an agent can impose liability on the principal although outside of the agent's authority as qualified by private instructions.

Williams, 202 S.C. at ___, 24 S.E.2d at 875 (quoting 2 C.J.S. Agency § 95).

USAA is an innocent third party that dealt with Mrs. Stiltner in good faith. USAA's reliance was reasonable because Mrs. Stiltner's authority as an agent has already been established. USAA had no way of knowing of Mr. Stiltner's private limitations on the authority. USAA had no cause to question Mrs. Stiltner's apparent authority. Nor did it have any way of verifying whether the Stiltners actually discussed the UIM rejection form even if Mrs. Stiltner

represented that such a discussion took place. USAA provides coverage to military families and often must rely on spouse's signatures while its named insureds are deployed.² Therefore, USAA's reliance on Mrs. Stiltner's signature on the rejection form was reasonable.

D. Detrimental reliance

Finally, USAA reasonably relied on Mrs. Stiltner's apparent authority to its detriment. The Stiltner's are seeking multiplied UIM coverage under an UIM contract that does not exist and for which they paid no premium, establishing detriment to USAA. Therefore, the evidence establishes Mrs. Stiltner's apparent authority to sign the UIM rejection form even if she lacked express authority.

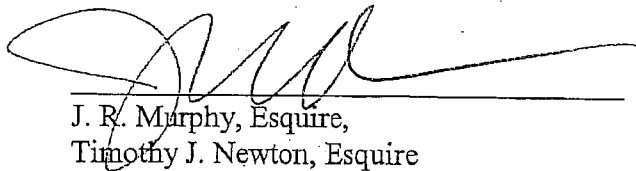
CONCLUSION

The evidence supports a finding that Plaintiff's discussed the UIM rejection before Mrs. Stiltner signed and returned it because Mrs. Stiltner's admissions outweigh Mr. Stiltner's lack of recollection. But such a finding is not necessary because Mrs. Stiltner's actions merely continued coverage that was already in place and were consistent with Mr. Stiltner's wishes and were therefore merely ministerial in nature. Moreover, Mr. Stiltner's passive acceptance of his wife's actions after notice and her course of dealing with USAA demonstrate she had apparent authority to act as she did. The Court should find that Plaintiffs cannot prove Mrs. Stiltner lacked agency authority to sign and return the UIM rejection form and render judgment in favor of USAA.

[Signature page follows]

² Although the Stiltners themselves are not in the military, they apparently qualify for membership as the adult child of a USAA member. To be a USAA member, one has to join either while one is on active duty in the military, or, if one has left active duty, before attaining the age of 35. Adult children can join while their parent is a member. Members' former spouses can join. Officer candidates in a commissioning program and National Guard and Selected Reserve members are also eligible. This is the membership the association serves. In short, USAA is focused on military families' insurance needs, and it functions accordingly.

MURPHY & GRANTLAND, P.A.

A handwritten signature in black ink, appearing to be 'J. R. Murphy', written over a horizontal line.

J. R. Murphy, Esquire,
Timothy J. Newton, Esquire
Post Office Box 6648
Columbia, South Carolina 29260
(803) 782-4100
Attorneys for the Defendant
USAA Casualty Insurance Company

Columbia, South Carolina
May 8, 2012

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEASE
COUNTY OF GREENVILLE) FOR THE THIRTEENTH CIRCUIT
2012 JUN -5) A 10:48

Douglas Earl Stiltner and Christine
Rene Stiltner,

Plaintiffs,

v.

USAA Casualty Insurance Company,

Defendant.

CASE NO. 2007-CP-23-6453

**MOTION TO ALTER OR AMEND
AND FOR A NEW TRIAL OR
RECONSIDERATION**

TO: JOHN R. MURPHY, ESQUIRE, ATTORNEY FOR DEFENDANT

This motion is made pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure. See also *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21-22, 602 S.E.2d 772, 778-79 (2004) ("it is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court 'alter or amend the judgment,' but also as a vehicle to seek 'reconsideration' of issues and arguments."). The plaintiffs received written notice of the entry of the court's judgment on May 25, 2012.

The plaintiffs respectfully submit that the court's judgment may have overlooked or misapprehended the law and evidence on certain points. Specifically:

A.

The court's judgment relies on Mrs. Stiltner's "implied authority" to transact matters on her husband's insurance policy. To be fair, this language is taken from the decision of the Court of Appeals. Both this court and the Court of Appeals describe this authority as the power to act on Mr. Stiltner's behalf provided that Mrs. Stiltner (a) did not change Mr. Stiltner's coverage and (b) consulted with Mr. Stiltner before she acted.

This describes a discussion with Mr. Stiltner as a condition precedent to Mrs. Stiltner taking any action on his policy. This discussion presumably would have included either the grant or the denial of permission for Mrs. Stiltner to take some action.

This is not “implied authority” or “implied agency.” It is express agency. Mr. Stiltner’s testimony has consistently been that *he* always handled matters on his insurance policy, but he would not have minded *if* Mrs. Stiltner kept things as they were *and* they had talked about keeping things as they were before-hand. Implied authority looks at the purported agent’s conduct and the implications from that conduct — it arises when the “conduct of the purported agent exhibit[s] a pretense of authority with the knowledge of the alleged principal.” *Fernander v. Thigpen*, 278 S.C. 140, 142, 293 S.E.2d 424, 425 (1982) (emphasis added). That is not what the court’s judgment and the Court of Appeals are describing. They are describing Mr. Stiltner giving Mrs. Stiltner permission to do something. That is express agency, not implied agency.

And this agency that has been described is a rather strange agency — this “implied agency” to make changes so long as the changes kept the policy the same; in other words, the power to make changes so long as there are no changes. It is possible to view this as not making much sense.

Implied agency is also not the law of this case. As the winning parties in the appeal, the Stiltners were not aggrieved parties and could not seek review of this ruling. See Rule 201(b), SCACR (“Only a party aggrieved by an order . . . may appeal.”).

B.

The recitation that the Stiltners “both testified that no changes were made to the policy as a result of Mrs. Stiltner’s actions,” see (Order, p.3), does not fairly represent the testimony and evidence surrounding this purported rejection of UIM coverage.

This purported rejection of UIM occurred in October of 2000.¹ At trial, the Stiltner introduced evidence that Mr. Stiltner's policy contained UIM coverage in April of 1999. See (Order, p.3). The court's judgment reasons that events like the Stiltner's marriage, a change of residence, or purchasing new vehicles could have affected Mr. Stiltner's policy premium and triggered a decision by him to discontinue UIM coverage.

The Stiltner were married in 1998, not 1999. What is more, Mr. Stiltner's testimony was that he never reduced his coverage or dropped coverage. This is an issue — a rejection of UIM coverage — on which USAA bears the burden of proof. *Floyd v. Nationwide Mut. Ins. Co.*, 367 S.C. 253, 264, 626 S.E.2d 6, 12 (2005). With the utmost respect for the court, the evidence does not support the assertion that Mrs. Stiltner's actions just "kept things the same." And to make such a finding, the court would have to have held that Mr. Stiltner's testimony about never decreasing his coverage was not credible, but the court did not do so. In fact, the court stated during the trial that Mr. Stiltner's testimony was credible about having UIM coverage.

C.

The court's judgment recites "[t]here was no evidence that Mrs. Stiltner failed to discuss UIM coverage with her husband." (Order, p.5). Mr. Stiltner's testimony has consistently been that he never asked his wife to take any action on his policy — never. There is not a lot of wiggle room in the word "no." And while it is fair to take account of the fact that Mrs. Stiltner faxed forms to USAA not once, but twice, something should also be said of the fact that while USAA employees testified that no one at USAA would have marked on or altered these forms, the Stiltner testified

¹Page 5 of the court's judgment appears to contain a typographical error in that it recites October of 2001 instead of October of 2000.

that handwriting on these forms was not Mrs. Stiltner's. This would offer at least some support for a finding that USAA did not follow *its* customary procedure. Moreover, the handwriting in question was two words "not mandatory." This would offer at least some support for a finding that someone at USAA was counseling Mrs. Stiltner on what to do with these forms. Finally, it is anyone's guess why USAA was even discussing Mr. Stiltner's policy with Mrs. Stiltner when, according to the evidence, USAA's entire course of dealings on the policy had been with Mr. Stiltner.

D.

The court's judgment also rests on ratification; finding that Mr. Stiltner ratified the rejection of UIM by receiving policy declaration pages indicating that his policy did not have UIM.

The court's judgment correctly recites that among other things ratification requires "full knowledge of the facts." (Order, p.7) (citing *Lincoln v. Aetna Cas. & Sur. Co.*, 300 S.C. 188, 191, 386 S.E.2d 801, 803 (Ct. App. 1989)). If receiving a declaration page constitutes having full knowledge of the facts, a declaration page alone constitutes a meaningful offer. This is not the law.

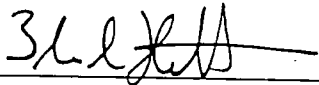
CONCLUSION

The plaintiffs request that the court alter its judgment in light of these arguments, or alternatively, that the court grant a new trial in light of these arguments. The plaintiffs do not question that the case is made difficult by a number of disputes including pitting (a) Mr. Stiltner's adamant denial of having given his wife permission to do anything on his policy against the fact that his wife unquestionably faxed two forms to USAA; (b) the fact that UIM dropped from Mr. Stiltner's policy sometime in the years 1999 and 2000 against Mr. Stiltner's testimony that he never reduced his coverage; and (c) testimony of USAA employees as to how this transaction would be handled against evidence showing that it was not handled in accordance with those procedures. However,

this is a case in which USAA bears the burden of proof, and on certain points, it is respectfully submitted that the court may have overlooked or misapprehended the evidence and the law.

Respectfully submitted,

June 1, 2012


Blake A. Hewitt, SC Bar # 73674
John S. Nichols, SC Bar # 4210
BLUESTEIN, NICHOLS,
THOMPSON & DELGADO
Post Office Box 7965
Columbia, South Carolina 29202
(803) 779-7599
(803) 779-8995 (facsimile)
bhewitt@bntdlaw.com
jsnichols@bntdlaw.com

Bryan D. Ramey
BRYAN RAMEY & ASSOCIATES
Post Office Box 51600
Piedmont, SC 29673
(864) 295-0000

Attorneys for Plaintiffs

1 STATE OF SOUTH CAROLINA)
2) COURT OF COMMON PLEAS
3) 2007-CP-23-6453
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COUNTY OF GREENVILLE

Douglas Stiltner

-vs-

USAA Casualty

TRANSCRIPT OF RECORD

May 08, 2012
Greenville, South Carolina

B E F O R E:

THE HONORABLE ROBIN STILWELL, Judge.

A P P E A R A N C E S

BRYAN RAMEY, Esquire
Attorney for the Plaintiff

JOHN ROBERT MURPHY, Esquire
Attorney for the Plaintiff

CAROLINE HISKELL
Thirteenth Circuit Court Reporter

Stiltner versus USAA Casualty

I N D E X

WITNESSES:

	Dir	Cr	Red	Rec
Douglas Stiltner	8	30	48	51
Renee Stiltner	52	56		
Douglas Stiltner (recalled)	61			

E X H I B I T S

Plaintiff's Exhibit

1 Semi Annual Premium

1a Semi Annual Premium (blow up)

2 Semi Annual Premium

2a Semi Annual Premium (blow up)

3 Declaration Page

Defendant's Exhibits

3 - 13 Declaration Pages

Stiltner versus USAA Casualty

1 (Documents marked previous to trial marked as
2 Plaintiff's Exhibit Nos. 1, 1a, 2, 2a for identification
and admitted into evidence.)

P R O C E E D I N G S

4 THE COURT: Let's call to bar this is Case
5 No. 2007-CP-23-6457. It is my understanding this is a
6 nonjury trial on the merits. Mr. Ramey, you have motions?
7

8 MR. RAMEY: I have an issue to raise with the
9 Court. About two hours ago I received a trial brief from
10 Mr. Murphy by email and as far as the facts go, we are
11 mostly in agreement with how we present the facts,
12 however, his brief presents it that we have the burden of
13 proof in this case. We disagree with that.

14 This case was originally filed for
15 declaratory judgment that USAA did not make a meaningful
16 offer that was properly rejected by the Stiltners of
17 Underinsured Motorist Coverage. We had cross motions for
18 summary judgment and USAA was granted summary judgment.
19 The Court of Appeals reversed in part and remanded for
20 trial.

21 Clearly on the issue of making the meaningful
22 offer and having it properly rejected, the insurer has the
23 burden of proof on that. The Court of Appeals ruled that
24 the form they used in mailing to the Stiltner's was a
25 meaningful offer; however, the Court of Appeals ruled --
~~they did not rule that they had properly rejected it. The~~

Stiltner versus USAA Casualty

1 MR. MURPHY: I acknowledge the insured has to
2 burden of proof to prove a meaningful offer but we believe
3 in this case, which is the law of the case is that USAA
4 made a meaningful offer and it was rejected pursuant to
5 the unappealed portions of Judge Few's order concerning
6 summary judgment and the case was remanded for a trial as
7 to whether or not Ms. Stiltner who executed the form
8 exceeded the authority that she had as an agent, and it
9 may well be that USAA has to prove that she was acting as
10 the agent versus the plaintiff having to prove that she
11 was not acting as the agent.

12 Normally, we try to impose liability on the
13 principal. By the acts of the agent, you would carry the
14 burden of proof of establishing that so Mr. Ramey may be
15 right on that. I think that's an issue that the Court may
16 have look at the case law on that. There's a lot of case
17 law in the agency area, but I think that is an issue.

18 I think it's really more if USAA has taken
19 the position that the meaningful offer that was made and
20 executed by Ms. Stiltner which we believe is the law of
21 the case, whether that is binding under the law that
22 requires that that offer be made to the named insurer so
23 whether her conduct was binding on her husband would
24 probably put the burden of proof on USAA. I don't know if
25 I disagree with that.

Stiltner versus USAA Casualty

1 form was fined by Ms. Stiltner, not Mr. Stiltner. He's
2 the named insured, she is not. The Court of Appeals ruled
3 that she had authority to act for him as long as she
4 didn't make any changes to the policy and as long as she
5 talked with him first.

6 It's our position that they have the burden
7 of proving that the coverage was properly rejected.

8 Secondly, the Court of Appeals remanded on
9 the issue of whether or not she acted within the scope of
10 her authority. I hand up to the Court three cases and
11 they are Frazer v. Comment(ph) Homes, Karl versus Finley
12 and Tinaveese versus Bergeron. They all stand for the
13 proposition going back to 1939 that when a person relies
14 on an agent, that person in the case USAA, that person has
15 a duty of due care to ascertain the scope of the agent's
16 authority.

17 If they have a duty to ascertain the scope,
18 they have a burden of proving that they got that duty is
19 our position, so we don't believe we have the burden of
20 proof. We believe USAA does. Partial proof is the law of
21 the case is not complete in that it's not yet been decided
22 that the form was properly rejected by Ms. Stiltner asking
23 within the scope of her authority.

24 THE COURT: Okay. Mr. Murphy, do you care to
25 respond, sir?

Stiltner versus USAA Casualty

1 THE COURT: Okay. We've already established
2 consensus. Well, let me ask you this, this is apparently
3 back on appeal and I haven't read this and I might take
4 just 60 seconds to read it before we start, but what's
5 your understanding of what I'm left to decide in this
6 case, in this hearing on the merits.

7 MR. RAMEY: There are three -- four issues.
8 One has been decided that a meaningful offer was made.
9 The question is whether or not it was properly rejected by
10 Ms. Stiltner acting within the scope of her authority.
11 The second issue which from their trial brief is still in
12 play is ratification. USAA is arguing that Mr. Stiltner
13 ratified Ms. Stiltner's signing of the forms when for six
14 years after these forms were signed he did not speak up
15 when he got a statement every six months stating he did
16 not have underinsured.

17 The Court of Appeals has the law that you'll
18 read there that mere silence on behalf of the principal is
19 not ratification unless mere silence leads to the
20 unescapable conclusion, the only conclusion, that silence
21 is an affirmation and that's not the case here.

22 The final issue they raised was that if
23 Ms. Stiltner's conduct is not binding on Mr. Stiltner, she
24 should nevertheless be estopped herself from making the
25 claim for her injuries.

Stiltner versus USAA Casualty

1 To give you some background, they were riding
2 a motorcycle and a car pulled in from of them and they had
3 a collision. Mr. Stiltner has about \$260,000 injuries.
4 Ms. Stiltner has about \$400,000 in injuries including a
5 brain injury. They each have a claim for this coverage if
6 they were to establish it. The Court said they got to
7 establish a course of dealings that sets forth USAA had a
8 reasonable reliance on Ms. Stiltner's dealings here. The
9 only transaction that you'll hear about that ever happened
10 that Ms. Stiltner was involved in was this one.

11 Very artfully, Mr. Murphy has divided this
12 one into two transactions because this first form was
13 faxed on October 17th and the second one was faxed two
14 days later but it's the same transaction. This is the
15 only transaction that Ms. Stiltner had with USAA.
16 Mr. Stiltner had the policy eight years before they were
17 married and add her.

18 So the issues are spousal authority,
19 ratification and estoppel.

20 THE COURT: Okay. I'm going to read it real
21 quick and then I'll let you start putting up evidence.
22 I'm going to put a structured settlement on the record and
23 then we'll get started.

24 (Brief recess in the case.)

25 Okay. We're back on the record. Call your

Stiltner versus USAA Casualty

1 first witness.

2 MR. RAMEY: I call Mr. Stiltner.

3 THE COURT: Come on up to be sworn.

4 DOUGLAS STILTNER, having been duly sworn,
5 testified as follows:

6 Thank you. State your full name for the
7 record.

8 DIRECT EXAMINATION

9 BY MR. RAMEY:

10 Q. Doug, are you nervous?

11 A. Yes, sir.

12 Q. This won't take long. Okay. I'm going to jump
13 right into it, at some point in time did you become a
14 customer of USAA Insurance Company.

15 A. Yes, sir.

16 Q. Do you remember about when that was?

17 A. I think I was 20.

18 Q. About what year would that have been?

19 A. 1990.

20 Q. Had you continuously had insurance on your
21 automobile since 1990?

22 A. Yes, sir.

23 Q. Did it require you to have dealings with USAA on
24 a periodic basis in the last 22 years?

25 A. Just for mainly automobile changes.

Stiltner versus USAA Casualty

1 Q. That means you bought a new car, added it, or
2 sold a car and deleted?

3 A. Yes.

4 Q. Are you a car guy?

5 A. Yes.

6 Q. You own a lot of cars?

7 A. Yes.

8 Q. Had some classic cars?

9 A. Yes.

10 Q. Over the years did you ever make changes to your
11 coverage?

12 A. Other than automobiles or more coverage?

13 Q. Upping your limits.

14 A. Yes, sir.

15 Q. First, have you ever asked anyone else to handle
16 any dealings for you with USAA?

17 A. No.

18 Q. When you would add a vehicle to your policy or
19 change or up your coverage limits, how did you physically
20 do that? Go sit down with an agent?

21 A. It was a phone call.

22 Q. Did you ever sit down and talk with a USAA person
23 in person?

24 A. No.

25 Q. Always dealt with them over the phone?

Stiltner versus USAA Casualty

1 A. Always.

2 Q. During the 22 years that you have had USAA
3 Insurance, have you ever decreased coverage?

4 A. No.

5 Q. You ever cancelled coverage?

6 A. No.

7 Q. Have you ever lowered your limits?

8 A. No.

9 Q. When you got the policy in 1990, were you
10 married?

11 A. No, I was not.

12 Q. Now, your wife Renee is sitting here with us; is
13 that correct?

14 A. Yes.

15 Q. When did you and she get married?

16 A. 1998.

17 Q. That's a sorry thing for me to do to you right in
18 front of her, isn't it? When you got married did you put
19 her on her policy?

20 A. Yes, I did.

21 Q. Before that, did she have her own coverage
22 somewhere else?

23 A. Yes, sir.

24 Q. Did you ever have Renee, your wife, handle any
25 business for you with USAA?

Stiltner versus USAA Casualty

1 A. No.

2 Q. Have her mail something for you, ask her to do
3 something for you, as far as you remember?

4 A. No.

5 Q. Let me show you two documents that are already
6 marked without objection are in evidence. The first one
7 is marked Exhibit 1 and 1a, the second one is marked as
8 Exhibit 2 and 2a, are these pages the same as what is
9 blown up on the easel in front of you?

10 A. Yes, sir.

11 Q. Now, in March of 2007, I believe you and your
12 wife had an accident riding a motorcycle; is that correct?

13 A. Yes.

14 Q. And as a result of that, both of you were
15 injured?

16 A. Yes.

17 Q. Very briefly, what were your injuries?

18 A. Hip, a couple of fractures, wrist strains.

19 Q. Very briefly, what were Renee's injuries?

20 A. She had a collapsed lung and a blow to the base
21 of her skull that resulted in a brain injury.

22 Q. Before the accident, did she work?

23 A. Yes.

24 Q. And what was her job, job title?

25 A. She was a network administrator at a chemical

Stiltner versus USAA Casualty

1 facility in Easley.

2 Q. Computer network administrator? She kept
3 computers going?

4 A. Right.

5 Q. Has she been able to work since the accident?

6 A. No.

7 Q. We'll refer first to the document that's marked
8 Plaintiff's Exhibit No. 1. Down at the bottom upside down
9 it says October 17, 2000, Tuesday, Ortech, Inc. what is
10 Ortech, Inc?

11 A. That's the company she worked for.

12 Q. That is your wife's employer?

13 A. Previous employer, yes.

14 Q. It appears this page was faxed somewhere from
15 Ortech, Inc., to somewhere else?

16 A. Yes.

17 Q. On Exhibit 1a, there is a similar fax banner at
18 the bottom dated October 17 that also says Ortech, Inc.
19 Does it appear to you that that page as well was faxed
20 from Ortech, Inc., to somewhere on October 17, 2000?

21 A. Yes.

22 Q. The document that's marked Plaintiff's Exhibit 2
23 also has a fax banner at the bottom and it says October
24 19, 2000 Ortech, Inc. The exhibit that's marked
25 Plaintiff's 2a has a fax banner October 19, 2000, Ortech,

Stiltner versus USAA Casualty

1 Inc. Does it appear that these two pages as well were
2 faxed from Ortech to someplace two days later on October
3 19?

4 A. Yes.

5 Q. First of all before the wreck happened in 2007,
6 do you remember ever seeing either of these forms before?

7 A. No.

8 Q. Do you ever remember seeing any forms like this
9 that were blank to be filled out?

10 A. No.

11 Q. Do you ever remember filling out a similar form
12 that had to do with uninsured motorist coverage and
13 underinsured motorist coverage?

14 A. No.

15 Q. When is the first time approximately, with regard
16 to the wreck, that you saw these forms? Was it before the
17 wreck or after?

18 A. It was after.

19 Q. And where is it that you first saw these forms?

20 A. At your office.

21 Q. Before the wreck happened, did you understand
22 there was a difference between uninsured coverage and
23 underinsured coverage?

24 A. Yes.

25 Q. You did know there was a difference before the

Stiltner versus USAA Casualty

1 wreck happened?

2 A. It would have been more vague than this⁹.

3 Q. When the wreck happened, and I interviewed you
4 about having coverage, what did you think about having
5 liability coverage, uninsured motorist coverage, and
6 underinsured motorist coverage?

7 A. I thought I had all the coverage I needed.

8 Q. At any point in time ever did anyone from USAA
9 talk with you about underinsured coverage and uninsured
10 coverage and explain it to you?

11 A. No, sir.

12 Q. Who is the person for the first time explained to
13 you the difference between uninsured motorist coverage and
14 underinsured motorist coverage?

15 A. You did.

16 Q. Was that before the wreck or after?

17 A. After.

18 Q. Now, these four documents have a signature on
19 them, do those signatures appear to be your wife's
20 signature?

21 A. Yes.

22 Q. Have you ever been able to see the original of
23 this document to be certain that it's your wife's
24 signature?

25 A. No, I have not.

Stiltner versus USAA Casualty

1 Q. But you don't have any evidence that it's not.
2 It looks like her signature.

3 A. Correct.

4 Q. The address on the form 104 Forest Ridge, Easley,
5 South Carolina 29640, on the bottom of Exhibit 1a and the
6 bottom of Exhibit 2a, does that appear to be in your
7 wife's handwriting?

8 A. It appears to be.

9 Q. Do you know it to be in your wife's handwriting?

10 A. I don't know it for a fact.

11 Q. But it appears like it could be?

12 A. Could be, yes, sir.

13 Q. When you first saw these forms, did you already
14 know your wife had filled out these forms for you?

15 A. No.

16 Q. Did you ever ask your wife to fill out
17 Plaintiff's Exhibit 1, 1a, 2 or 2a for you?

18 A. No, sir.

19 Q. Have you ever asked your wife to reduce any
20 coverage that you had?

21 A. No.

22 Q. Have you ever asked your wife to cancel any
23 coverage that you had?

24 A. No.

25 Q. Other than these four pages, do you know of any

Stiltner versus USAA Casualty

1 other transactions in the 22 years that you've been with
2 USAA where your wife interacted with USAA?

3 A. No.

4 Q. When you saw the documents that appeared to have
5 her signature, did that come as a surprise to you?

6 A. Yes, it did.

7 Q. Did you know that she had ever did any
8 transaction for you before you saw these documents?

9 A. No, sir.

10 Q. Now, comparing Plaintiff's Exhibit 1 the
11 uninsured page with Plaintiff's Exhibit 2, the uninsured
12 page from two days later, there is some additional
13 writing. At the top it looks like it says Delaine or
14 Elaine on Plaintiff's 2 that is not on Plaintiff's 1. Is
15 that in your wife's handwriting?

16 A. I would say, no.

17 Q. In the middle of the page it says, "Karen,
18 Extension 43717," on Exhibit 2 that is not on Exhibit 1.
19 Are the words, "Karen, Extension 43717," your wife's
20 handwriting?

21 A. I don't think so, no.

22 Q. I know you're not a handwriting expert but I'm
23 asking you to observe. If you compare the 4 of 4317 with
24 the 4 in 104 Forest Ridge, and 29640 to your nonexpert
25 eye, are they written by the same hand?

Stiltner versus USAA Casualty

1 A. No.

2 Q. Now, comparing Plaintiff's Exhibit 2a -- I'm
3 sorry 1a with 2a, there is two words added at the top of
4 2a that says, "not mandatory." Do you see that?

5 A. Yes.

6 Q. Is that in your wife's handwriting?

7 A. I would say, no.

8 Q. Now, at the top of 2a, there appears to be a fax
9 banner and you can see -- I'm sorry, the top of 2 -- there
10 appears to be a fax banner and you can see part of it on
11 the top of 2a. Are you able to tell where that fax banner
12 came from by looking closely at it?

13 A. Yes, sir. It's upside down but USAA.

14 Q. Does it appear from that fax banner that
15 documents 2 and 2a were faxed from USAA to someplace?

16 A. Yes, sir.

17 Q. Now, comparing 1a with 2a, you'll notice under
18 the UIAM bodily limits there's an x in the box that says
19 \$15,000/\$30,000, do you see that?

20 A. Yes, sir.

21 Q. On 2a, the x is gone and it appears to be
22 handwritten placing the box back there empty, do you see
23 that?

24 A. Yes, sir.

25 Q. Do you have any idea who made that alteration to

Stiltner versus USAA Casualty

1 this document?

2 A. No.

3 Q. Did you make that alteration to this document?

4 A. No.

5 Q. There's also a box marked \$10,000 down a little
6 further on the page under UIAM property damage and
7 likewise -- that's on 1a and on 2a that x is gone and on
8 the box it appears to be handwritten under property
9 damage. Do you have any idea who removed that x and
10 replaced it with an empty box?

11 A. No, I don't.

12 Q. Did you do that?

13 A. No, I did not.

14 Q. Has your wife ever told you that she did that?

15 A. No.

16 Q. Now, when you first started out with USAA back in
17 1990, do you know what your limits were?

18 A. I don't remember.

19 Q. You were 20 years old then?

20 A. Yes, sir.

21 Q. Is it more likely they were less or more than
22 they are now?

23 A. They were probably considerable less.

24 Q. Over the years you have increased your coverage
25 limits?

Stiltner versus USAA Casualty

1 A. Yes.

2 Q. And how did you do that when you needed your
3 coverage limits?

4 A. I just made a phone call.

5 Q. When you would call to increase your coverage
6 limits, what would you ask the USAA person on the other
7 end of the line to do?

8 A. I just wanted to get better coverage.

9 Q. And at least -- how many times over the years do
10 you remember have you increased from when you first bought
11 it to what you have now?

12 A. I don't know if I could give an exact number. It
13 was just a few times (inaudible).

14 Q. Do you now know how much coverage you had in
15 1999? Did you recently find the document that shows what
16 you had in 1999?

17 A. Yes.

18 Q. Let me let you look at this.

19 MR. MURPHY: I'd like to take a look at this
20 first. It's never been provided to me until today, at
21 this very moment.

22 MR. RAMEY: No discovery has been issued at
23 any time in this case and this is a document we have only
24 recently found. I'd like to have it marked as Exhibit 3.

25 (Document marked Plaintiff's Exhibit No. 3

Stiltner versus USAA Casualty

1 for identification.)

2 BY MR. RAMEY:

3 Q. Let me hand you what has been marked as
4 Plaintiff's Exhibit No. 3. Do you recognize that
5 document?

6 A. Yes.

7 Q. What is the date on that document?

8 A. October 14, '98 to April 14, 1999.

9 Q. Is this -- what does this document show you when
10 you get it every six months?

11 A. It shows what I have to pay ever six months per
12 vehicle and it shows my coverage.

13 Q. Does it show what your liability coverage is?

14 A. Yes, sir.

15 Q. What are the limits?

16 A. 25,50,25.

17 Q. Does it show what your uninsured limits are?

18 A. 25,50 and 25.

19 Q. Does it show what your underinsured limits are?

20 A. It's the same.

21 THE COURT: Mr. Murphy, do you have any
22 objection to this document being admitted?

23 MR. MURPHY: Yes. It's not authenticated in
24 my opinion. It's not the original document, it's just a
25 copy. I have a preserved objection. I've never seen it

Stiltner versus USAA Casualty

1 before, it was never disclosed to me. In my discovery, it
2 indicated the record went back to 2001 and they keep seven
3 years records so I have to preserve and objection to it on
4 those grounds. I don't know if it's authenticated or not.

5 THE COURT: Mr. Ramey suggests that there
6 wasn't discovery served on the plaintiff in this instance.
7 Is that correct?

8 MR. MURPHY: I don't know because I don't
9 have the entire file with me. I'll take him at his word.
10 I think those questions were probably asked at deposition
11 whether they had any other records or not. I think that
12 puts you under a duty to supplement, that would be my
13 opinion.

14 MR. RAMEY: It may not be a standing request
15 to fail to respond to.

16 THE COURT: I understand.

17 MR. RAMEY: And I would note for the record,
18 the record on appeal -- in the record in summary judgment,
19 the record on appeal above there are 12 to 15 of those
20 same documents from 2001 forward which I'm sure that will
21 be coming in a little bit later without objection which
22 the Court can compare this to if there is any issue about
23 that being authenticated.

24 I think he's authenticated it as something he
25 received.

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1 THE COURT: This is insurance statement which
2 indicated that '98 to '99 did have an amount of
3 underinsured motorist coverage?

4 MR. RAMEY: That's correct.

5 THE COURT: All right, this is what I'm going
6 to do. He has entered into the evidence by and through
7 his testimony without objection the substance of this
8 document that is in 1998, 1999 he had coverage. That's
9 been accepted into the record without objection and I will
10 accept that at face value.

11 With respect to the document, I'm going to
12 keep that out of evidence, the document, but the substance
13 of the same has been entered into evidence by testimony.

14 MR. RAMEY: I'm not going to argue with the
15 Court, but can I have an opportunity to try and lay a
16 foundation for the document beyond what I've already
17 asked?

18 THE COURT: Yes.

19 MR. RAMEY: Thank you.

20 THE COURT: And I tell you I don't really
21 have a foundation issue with it and I don't have an
22 authenticity issue with it directly either because this is
23 a document that he received. It was in his possession and
24 it came from the insurance company. My greatest concern
25 with it is this is the first time the defense has seen it

Stiltner versus USAA Casualty

1 in trial today. That's my principal concern with it.

2 I don't know if discovery was served or not.
3 I really don't know. I would be shocked to find out that
4 they hadn't served something from discovery in this case
5 at some point in time.

6 MR. RAMEY: Depositions -- no
7 interrogatories, requests -- no, sir, nothing.

8 THE COURT: Mr. Murphy, is that your
9 recollection.

10 MR. MURPHY: It's not my recollection one way
11 or the other but in some cases my client would normally be
12 the one in possession and I inquire do you have any other
13 documents related and I can look at this transcript
14 because I don't have all of this memorized.

15 THE COURT: Yeah, I'm with you.

16 MR. MURPHY: Normally if there is no need to
17 follow up on that, other than the classic sandbagging, it
18 is what it is.

19 THE COURT: Well, it's not a sandbag if there
20 wasn't any discovery done.

21 MR. MURPHY: It's a sandbag if you ask the
22 witness whether they have any documents and he says no and
23 he shows him a document but I can't follow up, cross-
24 examine and do that all at the same time but I'm going to
25 take a quick look at it.

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1 MR. RAMEY: The testimony deposition was I
2 throw them away when I got a new one every six months.

3 THE COURT: Yeah.

4 MR. RAMEY: I want to ask him about how he
5 find this. I'm not going to try to move it in again, I
6 just want to lay a record because I know we may be
7 upstairs.

8 MR. MURPHY: To the extent that he's
9 testifying from a hearsay document because he had no
10 recollection of it earlier and I guess that's grounds for
11 cross-examination.

12 BY MR. RAMEY:

13 Q. Plaintiff's Exhibit 3, you said that I just took
14 it out of my file and brought it to you; is that right?

15 A. Yes, sir.

16 Q. Do you know how that document came to be in my
17 possession?

18 A. I give it to you.

19 Q. Originally, where did it come from?

20 A. There some stragglers, I call them, in the back
21 of the file cabinet when all this first happened five
22 years ago when I first tried to find them.

23 Q. How often do you get these documents?

24 A. Every six months.

25 Q. And where do they come from? Who sends them to

Stiltner versus USAA Casualty

1 you?

2 A. USAA in Texas.

3 Q. When you get one every six months, what do you do
4 with the old ones generally?

5 A. I generally get rid of them.

6 Q. But you keep the latest one?

7 A. Yes.

8 Q. At some point in time, you found this old one?

9 A. Yes.

10 Q. Where did you find it?

11 A. I can't remember if it was in the file cabinet or
12 in the bottom of the I call it the document drawer.

13 Q. Are you talking about in your home.

14 A. Yes.

15 Q. And when you saw it, why did you decide that I
16 needed to see it?

17 A. Well, it was an older document and I thought it
18 was relevant. It did have all of the coverages on it.

19 MR. RAMEY: Your Honor, at this time -- I
20 know you made your ruling and I know that it's not in
21 evidence, but I would ask it be put in the record not in
22 evidence.

23 THE COURT: Marked for identification
24 purposes as Plaintiff's No. 3.

25 MR. RAMEY: Thank you.

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1 THE COURT: Just to be clear, the testimony
2 came into evidence without objection and I've accepted
3 that. The document, itself, I just think fair is fair and
4 that document, if it was in existence and in the custody
5 of the plaintiff during the pendency of this action, which
6 was filed in 2007, that introduction of the same today in
7 2012 is just a little bit late to be brining it up.

8 MR. RAMEY: And as an officer of the court, I
9 can tell the Court had I had that document at summary
10 judgment, I would have used it.

11 THE COURT: I'm certain that you would have.

12 MR. RAMEY: It was a fore curious event that
13 he found it in his home. I'll move on, Your Honor.

14 THE COURT: I know you would have and I don't
15 fault you that.

16 BY MR. RAMEY:

17 Q. Mr. Stiltner, you understand in 1999 when your
18 limits were 25,50, you understand the minimum limits
19 covered by law were only 15,30?

20 A. Yes, sir.

21 Q. Why did you have insurance, liability, uninsured
22 and underinsured, in a higher amount of 25,50 when the law
23 only requires you to have 15,30?

24 A. I always wanted more coverage to be safer, I
25 guess.

Stiltner versus USAA Casualty

1 Q. When you set your limits at 15,30, how did you do
2 it?

3 A. Over the phone.

4 Q. Again, you didn't talk to somebody in person face
5 to face?

6 A. No.

7 Q. At some point in time you increased your limits
8 above 25,50; is that correct?

9 A. Yes.

10 Q. What did you increase your limits to?

11 A. 100,300.

12 Q. Now, the documents that are already in the record
13 show that your coverage was 100,300 on liability but it
14 remained 25,50 on uninsured and it went to zero on
15 underinsured? Is that a change that you made?

16 A. No.

17 Q. When you increased your liability limits, what
18 did you intend to do?

19 A. Affect the whole policy --

20 Q. Did anyone from USAA say you're only raising part
21 of your coverage.

22 A. No.

23 Q. Now, when you increase your coverage from 25,50
24 to 100,300, how did you do that transaction?

25 A. Over the phone.

Stiltner versus USAA Casualty

1 Q. Again, didn't talk to anybody in person?

2 A. No.

3 Q. In '99, 2000 in that time frame when your limits
4 went from 25,50 to 100,300, did you know that time that
5 limits were split between liability and uninsured and
6 underinsured?

7 A. I understood that was the policy.

8 Q. So when you called to increase your limits, what
9 specifically would you ask USAA to do?

10 A. To up my limits.

11 Q. Do you remember why it was in the 2000 time frame
12 that you decided to change your limits, about seven years
13 before the accident that you tried to change your limits
14 from 25,50 up to 100,300?

15 A. It could have been I was married and (inaudible).

16 Q. Back then did y'all have someone else living in
17 your home other than you and your wife?

18 A. My step daughter, yeah.

19 Q. How old is your step daughter now?

20 A. She's 25.

21 Q. So in 2000 she would have 13 or 14?

22 A. Yes.

23 Q. Did she often ride in the vehicle that you
24 insured?

25 A. Yes.

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1 Q. At the time of the wreck, how many vehicles did
2 you insure?

3 A. I'm pretty sure I had five.

4 Q. Was one of the vehicles the motorcycle that was
5 in the wreck?

6 A. Yes.

7 Q. Now, I want to point out to you that on these
8 forms, 1, 1a, 2 and 2a, it indicates that if you're
9 getting an additional uninsured coverage there is a higher
10 premium and indicates that if you're getting hire property
11 damage for uninsured, there's a little higher premium,
12 \$1.68. It indicates that if you get a higher limited of
13 underinsured, there is a higher premium of \$23.99. If you
14 get hundred thousand dollar property damage for
15 underinsured, it's \$2.94 extra.

16 I'm going to represent to you that all that
17 adds up it would cost an additional \$39 every six months
18 for you to have had your uninsured motorist coverage at
19 100,300 and your underinsured motorist coverage 300.
20 Would paying \$39 more every six months have been a reason
21 for your to say I don't want this coverage any more?

22 A. No.

23 Q. Have you ever decided to cancel coverage with a
24 unit with USAA?

25 A. No.

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1 Q. Have you ever decided to lower coverage with
2 USAA?

3 A. No.

4 Q. Have you ever asked your wife to do that for you?

5 A. No.

6 Q. Have you ever asked anybody else to do that for
7 you?

8 A. No, sir.

9 MR. RAMEY: Thank you. Those are my
10 questions. Please answer any questions Mr. Murphy has for
11 you.

CROSS-EXAMINATION

12 BY MR. MURPHY:

13 Q. Mr. Stiltner, good afternoon. Don't let me get
14 off on talking about muscle cars like we did last time.
15 Okay. These kids today don't know what that means but
16 with gas at \$4.00 a gallon, the muscle car is not going
17 back.
18

19 A. I'm not going out the garage unless I have to.

20 Q. Push them around the yard for exercise. I want
21 to ask you a few questions. We've been over the fact that
22 you've been a USAA member prior to your marriage to
23 Ms. Stiltner.

24 A. Yes.

25 Q. But since your marriage in terms of areas of what

Stiltner versus USAA Casualty

1 I'll call family business or marital business,
2 occasionally the two of you transact business for each
3 other?

4 A. Yes.

5 Q. And she is, in your view, before the injury she
6 suffered, was a very thorough, very competent person to
7 handle those type of matters?

8 A. Yes.

9 Q. And you had a high sense of trust with her if she
10 happened to handle something whether it was your cell
11 phone or getting the electricity switched if you moved
12 residences or things like this?

13 A. Yes. We try to do things where one of us would
14 carry part of the load and the other one carries the other
15 part.

16 Q. Right. You might have had these responsibilities
17 where one of you would pay these bills and keeps up with
18 them and the other would pay these bills and keeps up with
19 them. She did her job really well.

20 A. Yes.

21 Q. And so, occasionally, if you needed help, it
22 would not be unusual if she did something that you
23 normally did although it was infrequent and not all the
24 time.

25 A. Yes.

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1 Q. The offer form in total, the court, I believe,
2 you agree with me, previously ruled that there was a
3 narrative section that was provided that would have
4 explained what the coverages were and you're aware of that
5 ruling in this case, correct?

6 A. Correct.

7 Q. And, in fact, I think when you said that you
8 didn't know until after this lawsuit or after the accident
9 what the coverages really were, that you have a vague
10 understanding, I think I had you read that in your
11 deposition and you admitted to me that the definition
12 contained in the narrative section of the form was
13 understandable to you?

14 A. Yes, sir.

15 Q. So the concept or uninsured and underinsured
16 motorist coverage, is a relatively simple concept for you
17 or your wife to understand?

18 A. Yes.

19 Q. And, in fact, you must have understood it if you
20 had it according to the declarations page that you found
21 prior to the date of this document Exhibits 1 and 2. You
22 must have know enough to know that I should have had it if
23 I had it back at that time?

24 A. Right.

25 Q. You told me in your deposition you had no

Stiltner versus USAA Casualty

1 recollection whether you have ever had underinsured
2 motorist coverage, didn't you?

3 A. I'm sure I did.

4 Q. And you just recently found a document in your
5 file drawer that indicates you may have had it back in '98
6 to '99, October of '98 to April of '99?

7 A. Correct.

8 Q. But you don't know how or when it was taken off
9 the policy, do you? You might have done it when you
10 raised the liability limits?

11 A. I don't think so.

12 Q. Well, the costs that you were being asked about
13 earlier, \$39.00 that's \$39.00 a vehicle times five
14 vehicles, that's \$200 every six months?

15 A. Correct.

16 Q. And you acknowledge that the increased liability
17 limits is the 100,300 versus the 25,50, that there is a
18 significantly higher premium on that liability coverage.
19 And so some people, and you may have been one of them when
20 you pay more for higher liability coverage, they drop
21 things that aren't required, maybe it's underinsured,
22 maybe it's comprehensive, maybe it's collision? People do
23 that because they have to keep the budgeted amount for
24 insurance in the same ballpark.

25 A. (No response.)

Stiltner versus USAA Casualty

1 Q. And you may have done that and you can't say for
2 sure you didn't do that?

3 A. I definitely don't remember doing that.

4 Q. So if your wife did something wrong, the only
5 thing she did wrong was drop coverage of 25,50 that you
6 had in effect at the time back prior to 2000, wouldn't
7 that be true?

8 A. I guess so.

9 Q. Because if you raised limits of your liability,
10 you clearly did not raise the limits of your uninsured
11 motorist coverage, did you?

12 A. I thought I did.

13 MR. MURPHY: I have marked and these are
14 without objection, Your Honor, Defendant's 3 through 13
15 there is some of the declaration pages. I believe they go
16 for each six month period but during some six month
17 periods if there were some charges there may be more than
18 one actual declaration but I just did it by six months. I
19 have a copy of each one.

20 MR. RAMEY: If I could stipulate, these have
21 been record at Court of Appeals and at summary judgment
22 and we stipulate that every six months after this
23 purported change was made, he got a declaration page like
24 the one we offered that wasn't admitted and he did not
25 catch the fact that underinsured had been taken off his

Stiltner versus USAA Casualty

1 policy. We stipulate to that.

2 MR. MURPHY: I still would like to use the
3 exhibits.

4 THE COURT: Sure.

5 MR. MURPHY: I would like to put these out.
6 They were correlated differently. I beg the Court's
7 indulgence.

8 THE COURT: Sure.

9 MR. MURPHY: Your Honor, we'll move it
10 Defendant's Exhibits 3 through 13.

11 THE COURT: These are without objection?

12 MR. RAMEY: Yes, Your Honor.

13 (Declaration pages marked as Defendant's
14 Exhibit Nos. 3 through 13 for identification and admitted
15 into evidence.)

16 THE COURT: Hold on. Caroline, do you need
17 to establish a ledge of that before going on?

18 THE COURT REPORTER: He's going to have as
19 he's going through them I need to hear how they're
20 identified.

21 MR. MURPHY: I'll probably use one as an
22 exemplar and save us from going through each of them
23 individually, but if we take a short break at some point,
24 I can't do that, or I can do that now.

25 THE COURT: I just wanted to make sure she

Stiltner versus USAA Casualty

1 has an opportunity to make a record.

2 MR. MURPHY: Each one purports to be a
3 declaration page for the policy that continued from the
4 earliest record I had which is 2001 up until the policy
5 that was in effect at the time of the accident.

6 THE COURT: So it's 3 through 13?

7 MR. MURPHY: Yes, sir.

8 THE COURT: All of those exhibits are USAA
9 declaration pages.

10 MR. MURPHY: Yes. They would be called South
11 Carolina Auto Policy Renewal Declaration pages. They just
12 have different dates.

13 THE COURT: I think we're fine.

14 MR. MURPHY: Thank you, sir.

15 BY MR. MURPHY:

16 Q. Now, to go back to where I was, I think I handed
17 you Exhibit 3, Mr. Stiltner, and is that for the effective
18 April 14, 2001 to October 14, 2001 and it should be on the
19 front page?

20 A: Yes.

21 Q. If you notice at that point in time, that
22 declaration page shows bodily injury coverage of 100 per
23 person, 100,300 per accident and it shows the premiums
24 there at that point in time you had three vehicles on the
25 policy; is that correct?

Stiltner versus USAA Casualty

1 A. Yes, sir.

2 Q. And, of course, it shows the uninsured motorist
3 coverage still at 25,000, 50,000 and 25,000, correct?

4 A. Yes.

5 Q. And that is the same amount of uninsured coverage
6 that you had prior to the rejection forms that were marked
7 as Plaintiff's Exhibits 1 and 2 based upon the declaration
8 page that you found in your file cabinet some sort of time
9 ago?

10 A. Yes.

11 Q. So whatever was done on your policy, you don't
12 know when the change was made in the liability coverage
13 and you don't know exactly who made that change with USAA,
14 do you?

15 A. The change would have been made by me.

16 Q. And you don't know and can't recall this
17 conversation as to whether or not you deleted any
18 coverages at that time to keep your premium the same as it
19 was reflecting the increase in the liability coverage?

20 A. Can you repeat that please.

21 Q. Yes. You don't recall what else you may have
22 done at the time you increased your liability limits
23 because you don't recall that conversation, do you?

24 A. No.

25 Q. And what I'm saying is that your wife's conduct,

Stiltner versus USAA Casualty

1 your wife, signed a form on two separate occasions the net
2 affect was to confirm a rejection of UIN coverage,
3 correct?

4 A. It appears to be, yeah.

5 Q. But whether the coverage was on the policy when
6 she signed that form and sent it back in or not you don't
7 know, do you?

8 A. No.

9 Q. And at most she removed coverage that you had
10 previously had of 25,50 and 25, correct?

11 A. Yes.

12 Q. Because when you increased your liability limits
13 you admit that you did not uninsured motorist limit, don't
14 you?

15 MR. RAMEY: Your Honor, objection. That is
16 not his testimony. Mr. Murphy is twisting and putting
17 words that -- he did not testify he did not increase UIN.
18 He said he increased them all.

19 MR. MURPHY: He needs to be careful on his
20 objections, Your Honor.

21 THE COURT: Mr. Stiltner is a grown man and
22 seems to be very intelligent fellow and he can answer the
23 questions. If he wants to deny it, he may.

24 BY MR. MURPHY:

25 Q. Your uninsured motorist coverage on Exhibit 3 in

Stiltner versus USAA Casualty

1 front of you is 25,50 and 25, correct?

2 A. Yes.

3 Q. The uninsured motorist coverage that was on the
4 declaration page you found that refreshed your
5 recollection was 25,50 and 25?

6 A. I'd have to look at it again.

7 Q. Okay. This is the one you marked for
8 identification.

9 A. Yes.

10 Q. And you don't recall specifics, you just know if
11 a change was made, you would have been the person that
12 made the change of the liability limits that you had back
13 in the 90's with the liability limits that appear on this
14 dec page effective April 14, 2001?

15 A. Yes.

16 Q. But you now agree with me that whenever you may
17 have done that, you did not increase the limits of your
18 uninsured motorist coverage?

19 A. No, whenever I would be asked do you raise your
20 limits, how much and I would tell them how much. I
21 thought that was for the policy and not a part of the
22 policy.

23 Q. Well, let me ask you this. You got at least one
24 renewal declaration page every six months?

25 A. Yes.

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1 Q. And the records we have are from 2001, this frame
2 of 2001, but even if the date that these documents are
3 signed in the fall of 2000, you would have received a
4 renewal declaration's page and we've marked every single
5 one of them 3 through 13, they would have clearly advised
6 you of the vehicles, the coverage, the premium amount and
7 most importantly the coverages you didn't have on the
8 policy, doesn't it?

9 A. Yes.

10 Q. And you've testified to me earlier that when you
11 would get those declarations, you would review them close
12 enough to make sure that what you had asked for, any
13 changes you had made regarding the vehicles or the
14 coverages and the vehicle amount were accurate?

15 A. Yes. I would look at the front page to make sure
16 the cars were right and the coverages were right on the
17 front page.

18 Q. So at least once every six months and in some
19 cases I would submit if we looked through all of these
20 there may be more than one renewal declarations because
21 you may have made a change like add a vehicle during the
22 policy, you would have received that yet at no time from
23 2001 until 2007 did you ever call USAA to complain about a
24 mistake on your policy, did you?

25 A. No, because I never made a change.

Stiltner versus USAA Casualty

1 Q. And you were satisfied with what was reflected on
2 your policy every time you got declarations from 2001
3 until the time of the accident?

4 A. Well, I didn't make note of it on a policy --
5 that's my ignorance.

6 Q. The USAA policy on Page 2 it clearly shows the
7 coverages that are not provided for each vehicle, correct?

8 A. Yes, sir.

9 Q. And it specifically types out in all caps the
10 full word, "underinsured motorist coverage"?

11 A. Yes, it does.

12 Q. And, in fact, I believe I've highlighted these
13 words, haven't I?

14 A. Yes, you did.

15 Q. So at least once and more than once every six
16 months you were given a written reminder that your policy
17 did not have underinsured motorist coverage?

18 A. Yes.

19 Q. And despite that you've never called USAA to
20 complain about, hey, you've made a mistake and dropped
21 something I want dropped?

22 A. I did not.

23 Q. So whether you dropped that coverage in your
24 phone call or whether it was dropped in a form that you
25 wife filled out not once but twice and faxed back to USAA,

Stiltner versus USAA Casualty

1 you accepted the fact for six more years that your policy
2 didn't have underinsured motorist coverage?

3 A. Yes.

4 Q. You never made any attempt to add this coverage
5 to your policy prior to your accident?

6 A. I thought it was on there.

7 Q. Well, you didn't think it was on there. You knew
8 it wasn't on there because you were told in writing at
9 least once every six months for six or seven years that it
10 wasn't on there, can we agree on that?

11 A. Yes.

12 Q. And you never paid a single penny for it from
13 2001 until the time of your accident? No premium was ever
14 charged to you for underinsured motorist coverage during
15 that time frame, was it?

16 A. No.

17 Q. Now, during that time, you would have fully
18 expected USAA to cover you or a family member for the
19 coverages that were shown on that policy, wouldn't you?

20 A. Yes.

21 Q. And, for example, if you had an accident where
22 maybe you were at fault and somebody was injured and a
23 claim was made against you for bodily injury or property
24 damage, you would expect USAA to honor that claim and to
25 pay that other person?

Stiltner versus USAA Casualty

1 A. Yes.

2 Q. For example, if your vehicle would have been
3 stolen or vandalized, you would expect them to make
4 payment to you under the comprehensive coverage?

5 A. Yes.

6 Q. And, in fact, you actually did have two small
7 collision claims, didn't you?

8 A. Yes.

9 Q. You had two times where your vehicle was damaged
10 during these six years where we have all of these
11 declaration pages and USAA provided the coverage that was
12 listed on the policy applicable to those claims?

13 A. Yes.

14 Q. So you fully accepted the benefit that this
15 policy provided to you during all that time without
16 challenging your wife's authority to have signed these
17 documents and had the policy continued?

18 A. Yes.

19 Q. Now, speaking of your wife's authority, you don't
20 recall ever telling her to do this but you don't recall
21 every prohibiting her from doing this, do you?

22 A. No.

23 Q. And you would have been okay if she did do this
24 and of course you've admitted that she did do it and
25 signed the documents and apparently faxed them from her

Stiltner versus USAA Casualty

1 place of employment as long as she did two things and that
2 was not make any changes to the policy and to make sure
3 she discussed it with you before she did it, correct?

4 A. Correct, if there were no charges and no
5 difference.

6 Q. Okay. And you've never had no harsh words with
7 your wife or any arguments about these documents or what
8 she might have done?

9 A. No.

10 Q. And you don't have any evidence that she violated
11 one of those two conditions, do you?

12 A. No.

13 Q. You don't recall discussing it with her but
14 you're pretty confident -- let me ask it this way. You
15 don't recall discussing it with her but you're pretty
16 confident that she knew she would need to discuss matters
17 pertaining to the USAA auto policy with you, aren't you?

18 A. Yes, because I handled that.

19 Q. Right. She knew that and she didn't cavalierly
20 go out and do things and tell you about it later?

21 A. No, sir.

22 Q. She doesn't seek forgiveness because permission
23 is harder to get, she seeks permission, right?

24 A. Yes, she does.

25 Q. So if she went through with that, we can agree

Stiltner versus USAA Casualty

1 that she discussed it with you, can't we?

2 A. I don't understand those forms at all.

3 Q. She wouldn't have gone to the trouble to sign a
4 legally binding document on your behalf without talking to
5 you about it, would she?

6 A. No.

7 Q. Not on your insurance policy, would she?

8 A. No.

9 Q. We can know that her signature on those documents
10 and the fact that she did this over a three day period,
11 the 17th, 18th in between and the 19th, that gave her
12 ample time to mention it to you and talk to you about it?

13 A. Yes, sir.

14 Q. So I can be confident that she would have done
15 that and she would have never put her name on your
16 document and faxed it to your insurance company?

17 A. Right.

18 Q. As far as making a change, you don't know whether
19 the change had already occurred as a result of a phone
20 call you might have made, do you?

21 A. No.

22 Q. You can't say for sure, can you?

23 A. No. I know I never lowered anything.

24 Q. But you don't know whether you adjusted your
25 coverages because of the increase in premium for liability

Stiltner versus USAA Casualty

1 coverage and whether she was just conforming the document
2 to the changes you had already made, do you?

3 A. No.

4 Q. If she was conforming the document to the changes
5 you had made, that was within the scope of the permission
6 you would have given her to do, correct?

7 A. That's correct. Those documents -- it would not
8 have been the norm at all to have her signature on
9 anything like that.

10 Q. Because under the UIN claim what she had checked
11 was the 15 and the 10, 15,30 and 10, you don't know if you
12 had less than that at that time, do you?

13 A. No.

14 Q. And you acknowledge that you can't check the
15 limits and check no, that's inconsistent, correct?

16 A. Yes.

17 Q. It's kind of like two doors, you got to pick one
18 or the other?

19 A. It's more confusing.

20 Q. But with the selection of no to conform the
21 document to this part, to the selection here, someone
22 would have changed those. They look like they'd been
23 altered, some white out applied and then somebody putting
24 the box back in by hand?

25 A. Right.

Stiltner versus USAA Casualty

1 Q. Now, if USAA had did that, they wouldn't have
2 needed to send the document back to your wife, would they?
3 They would not have, would they? They already have the
4 signed document. If they were going to make the change,
5 they would just make the change and keep the document,
6 wouldn't they?

7 A. Yes.

8 Q. Because she didn't resign it anywhere, did she?

9 A. No.

10 Q. So the only inference you could draw from that is
11 that they sent it back for her to make the change and
12 perhaps maybe someone from this phone number was talked
13 about it so she would make it and then refax it in the
14 completed condition and receipt of a second time would
15 confirm that she coordinated the responses with the
16 selections, isn't that a fair inference?

17 A. Yes.

18 Q. Now, of all the change you've made from this
19 point forward on your policy, they mainly involved your
20 step daughter becoming of driving age and the change in
21 some vehicles, correct?

22 A. Yes, sir.

23 Q. Over those years you never increased any limits
24 of any additional coverage once we started with Exhibit 3
25 there.

Stiltner versus USAA Casualty

1 A. No, it's the max so under 300?

2 Q. The coverage on that page continued throughout
3 all of the rest of them and to not belabor the point, I'll
4 be glad for you to look through them but we've been
5 through this point once before, do you agree with me kind
6 of in conclusion?

7 A. Yes.

8 Q. Other than making the changes of a vehicle or a
9 driver, you never made any changes after these documents
10 were signed to your policy?

11 A. I don't think so.

12 Q. You had never called USAA to tell them don't let
13 my wife transact any business on this insurance policy,
14 only me.

15 A. I don't think I made that stipulation, no. It
16 just wasn't -- she didn't ---

17 Q. But the time that she did do it as long as she
18 didn't make any changes and as long as she discussed it
19 with you, that was okay with you?

20 A. Yes, sir.

21 MR. MURPHY: That's all the questions I have.

22 REDIRECT EXAMINATION

23 BY MR. RAMEY:

24 Q. Doug, we know that you started out with minimum
25 limits when you were 20 years old.

Stiltner versus USAA Casualty

1 A. Yes, sir.

2 Q. And we know that at some point you increased all
3 three of your coverages to 25,50.

4 A. Yes, sir.

5 Q. And we know that at some point in time USAA
6 increased your liability coverage to 100,300.

7 A. Yes, sir.

8 Q. At any point in time, have you ever decided for
9 any reason I want to cancel some of my coverage?

10 A. No.

11 Q. Have you ever decided that the premium is too
12 high and I only want liability and I don't want uninsured
13 or underinsured anymore?

14 A. No.

15 Q. At the time you were receiving these documents
16 every six months from 2001 up until the time of the wreck
17 in 2007, did you have any idea during that period of time
18 that Renee had supposedly signed these documents?

19 A. No.

20 Q. During that period of time between the time that
21 you -- if I may look at Exhibit 3. Plaintiff's Exhibit
22 you've testified was, date October 14, 1998 until April
23 14, '99, your limits were 25,50 on all three.

24 A. Yes, sir.

25 Q. Mr. Murphy has showed you Defendant's Exhibit 3,

Stiltner versus USAA Casualty

1 the date is April 14, 2001, three years later, to October
2 14, 2001 in which your liability coverage had gone up to
3 100,300.

4 A. Yes, sir.

5 Q. When you decided to increase the coverage on your
6 policy, did you know at that time that there were three
7 separate coverages to increase?

8 A. When I made the call I just thought I was raising
9 the policy.

10 Q. Is that the same way you did it when you raised
11 it from minimum limits up to 25,50?

12 A. I'm sure it is, yes. Yes.

13 Q. Is there any reason at all why you would increase
14 your liability limits to 100,300 but cancel your
15 underinsured coverage?

16 A. No.

17 Q. At the time you were working full time?

18 A. Yes.

19 Q. Was your wife also working full time?

20 A. Yes.

21 Q. Do you remember when she went to work for Ortech
22 as a network administrator? What year?

23 A. She was working for Ortech before I met her.

24 Q. You married in '98?

25 A. Yes.

Stiltner versus USAA Casualty

1 Q. Up until the wreck did both of you have a full
2 time job.

3 A. Yes.

4 Q. Did you have any financial difficulties where you
5 would have to cut out something and it might be insurance?

6 A. No.

7 MR. RAMEY: Thank you. Those are all of my
8 questions.

9 THE COURT: Recross.

10 RECROSS-EXAMINATION

11 BY MR. MURPHY:

12 Q. Mr. Stiltner, I think when I asked in your
13 deposition about any changes, you indicated that you
14 increased your liability coverage but you did not know if
15 you changed you UM and UIM limits at the same time.

16 A. I assume it did.

17 Q. But at the time I asked you, you said you were
18 going to change your liability limits because you were
19 going to have a teenage driver come in and you were
20 concerned about that.

21 A. Yes, so I raised my policy limits so I thought
22 that meant policy.

23 Q. You would agree with me that you were clearly
24 advised that you did not do that and you took no steps to
25 do anything about it until after you had this unfortunate

Stiltner versus USAA Casualty

1 accident?

2 A. Yes.

3 MR. MURPHY: Thank you.

4 MR. RAMEY: We'll call Renee Stiltner to the
5 stand.

6 THE COURT: Raise your right hand as best you
7 can.

8 CHRISTINE RENEE STILTNER, having been duly
9 sworn, testified as follows:

10 Thank you. State your name for the record.

11 THE WITNESS: Christine Renee Stiltner.

12 DIRECT EXAMINATION

13 BY MR. RAMEY:

14 Q. You got by Renee; is that correct?

15 A. Yes.

16 Q. And because your first name is Christine, I call
17 you Christine half the time, don't I?

18 A. Yes.

19 Q. I'm sorry about that. The reason we're here at
20 its core is because of an accident y'all had an accident
21 on a motorcycle; is that correct?

22 A. Yes.

23 Q. Has that accident affected your ability to work?

24 A. Yes.

25 Q. Has it affected your ability to remember things?

Stiltner versus USAA Casualty

1 A. Yes.

2 Q. What do you do now to help you remember things?

3 A. Write down a list.

4 Q. I'm going to be as brief as I can. You and Doug
5 married in 1998; is that correct?

6 A. Yes.

7 Q. Were you aware that when y'all became married
8 that he put you on his automobile insurance?

9 A. Yes, he did.

10 Q. Did he cancel or did someone cancel your
11 insurance when you got married? Did you have a car when
12 you got married?

13 A. Yes.

14 Q. Did you have insurance on it?

15 A. Yes.

16 Q. Did you get rid of your insurance because you
17 went on to Doug's?

18 A. Yes.

19 Q. Who did that? Who would have put you on Doug's
20 insurance? Would you have done that or would Doug have
21 done that?

22 A. Doug would have done that.

23 Q. Do you have any memory of ever doing anything
24 what so ever with USAA about automobile insurance?

25 A. No.

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1 Q. Let's talk briefly about these forms Plaintiff's
2 Exhibits 1 and 2. Do they appear to have your signature
3 on them?

4 A. Yes.

5 Q. The writing for the address 104 Forest Ridge,
6 Easley, South Carolina 29640, does that appear to be your
7 handwriting or someone else?

8 A. Yes, mine.

9 Q. The writing on Plaintiff's Exhibit 2 that says
10 Elaine at the top, is that your handwriting?

11 A. I don't know (inaudible).

12 Q. Where it says, "Karen, Extension 43717," is that
13 your handwriting.

14 A. No.

15 Q. How about Exhibit 2a in the right top corner
16 where it says mandatory, is that your handwriting?

17 A. No.

18 Q. Where do you remember first seeing these
19 documents?

20 A. In your office.

21 Q. Do you have any memory at all of faxing these
22 documents to USAA from your employment?

23 A. No.

24 Q. Did you work at Ortech in 2000?

25 A. Yes.

Stiltner versus USAA Casualty

1 Q. And did they have a fax machine?

2 A. Yes.

3 Q. And were you allowed to use it if you needed to?

4 A. Yes.

5 Q. Do you have any idea why you would have filled
6 out these forms or signed these forms instead of Doug?

7 A. No.

8 Q. Is there any reason why you would have wanted to
9 cancel or lower your insurance coverage?

10 A. No.

11 Q. At any point in time, did you ever just have
12 what's mandatory coverage?

13 A. No.

14 Q. Do you understand that back in 2000, the minimum
15 coverage was 15,000, 30,000? Do you remember having a
16 conversation with Doug saying why don't we lower our
17 limits down to the minimum that's mandatory?

18 A. No.

19 Q. Would you have ever intentionally changed what
20 Doug had done on the policy?

21 A. No.

22 Q. Would you ever decrease your coverage on the
23 policy?

24 A. No.

25 Q. Have you ever had anyone explain to you the

Stiltner versus USAA Casualty

1 difference between uninsured motorist and underinsured
2 motorist coverage?

3 A. No.

4 MR. RAMEY: Thank you. Those are my
5 questions.

6 CROSS-EXAMINATION

7 BY MR. MURPHY:

8 Q. Good afternoon, Ms. Stiltner. I appreciate you
9 being with us today and I'll be brief as well. You have
10 your four year degree and you worked for about 13 years
11 prior to the accident over at Ortech running their
12 computers?

13 A. Yes.

14 Q. So you're basically worth your weight in gold. I
15 know we can't function without our computers and you were
16 valuable to them.

17 A. Yes.

18 Q. That was a job that took some responsibility,
19 some dependability and you're that kind of person?

20 A. Yes.

21 Q. And, in fact, you're actually very thorough and
22 you're bright and you and your husband during your
23 marriage have occasionally done some things for each other
24 with paperwork or bill paying as a team?

25 A. We did certain stuff. I do housework, he does

Stiltner versus USAA Casualty

1 car stuff.

2 Q. He likes the cars and he primarily handles
3 policies but maybe some bill paying or some family
4 business type things, every once in a while he might do
5 something that you normally did and you might do something
6 that he normally did?

7 A. I always did the housework and things like that.

8 Q. Now, the USAA policy was your husband's prior to
9 y'all getting married and you merged onto his policy and
10 dropped your own policy?

11 A. Yes.

12 Q. And you normally didn't do anything with regard
13 to the policy but if you were going to handle something
14 for him you were well aware that he wanted you to do at
15 least two things, correct, the first being not to make any
16 changes to his policy and the second to make sure you
17 discussed it with him before you did whatever you might
18 do. Were those his conditions or rules?

19 A. Say it again.

20 Q. If you were going to handle something pertaining
21 to his insurance -- I know you didn't do it often and you
22 may have done it only this one time, but if you were going
23 to be the one to actually do something, in this case, fill
24 out and sign a document, that you would need to make sure
25 you didn't change anything that he had already decided

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1 upon, correct?

2 A. That's correct.

3 Q. And that you needed to discuss it with him? He
4 didn't want you doing something without him knowing about
5 it on his auto insurance, is that a fair statement?

6 A. (No response.)

7 Q. Would you like me to help you refresh your
8 recollection with your deposition you gave to me now
9 several years ago?

10 A. Yes.

11 MR. MURPHY: Let me help with that, Your
12 Honor.

13 THE COURT: Yes.

14 MR. MURPHY: I have two depositions and
15 they're both of Mr. Stiltner.

16 MR. RAMEY: Your Honor, I have a copy of her
17 deposition if he would like to use that.

18 MR. MURPHY: I may need to do that and I have
19 a copy myself. Let me give you the documents that are
20 blown up on the board if we have Exhibits 1 and 2.

21 BY MR. MURPHY:

22 Q. I'm going to hand you Exhibits 1 and 2 and those
23 are the documents that do have your signature and some of
24 your handwriting on them, correct?

25 A. Signature, yeah.

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1 Q. And you would never have signed a document on
2 your USAA auto insurance policy without discussing that
3 with your husband, would you?

4 A. I don't remember anything like that.

5 Q. Whether you remember that day or not, that's the
6 type of thing you would have never done without discussing
7 it with your husband, would you?

8 A. (No response.)

9 Q. Let me ask you this, were you attempting to
10 change anything on those policies when you signed those
11 documents?

12 A. I didn't think I was doing that.

13 Q. And you don't think you changed anything and you
14 weren't trying to change anything, were you?

15 A. No, I was not.

16 Q. Did your husband from October of 2000 from the
17 time of the accident, he never came in and say, hey,
18 Renee, why did you change this on the policy, did he?

19 A. I guess not.

20 MR. MURPHY: I may not have any further
21 questions if Mr. Ramey doesn't have any objection to my
22 publishing some of her testimony for our case in chief.

23 MR. RAMEY: I'm fine with that.

24 THE COURT: Proceed however you need to
25 proceed.

Stiltner versus USAA Casualty

1 MR. MURPHY: I didn't want to belabor it
2 since I didn't have to original and if a copy will
3 suffice..

4 BY MR. MURPHY:

5 Q. Ms. Stiltner, the fact that we have a couple of
6 documents with your signature on them, that shows that you
7 somehow were involved in the process even though you don't
8 remember, correct?

9 A. Yes, I guess, yeah.

10 Q. And you agree with me that there's a three day
11 period from the 17th of October when Exhibit 1 was first
12 signed and transmitted from Ortech to October 19th when
13 the Exhibit 2 was modified and refaxed from Ortech fax
14 machine. Three days would have been enough time to talk
15 to your husband about that, wouldn't it?

16 A. I don't know. I don't even remember talking to
17 him about that.

18 Q. You don't remember but the fact that you sent
19 this down to USAA from your fax machine at the office not
20 once but twice, that confirms to you, doesn't it, that you
21 talked to your husband about it before you did that?

22 A. No.

23 MR. MURPHY: We don't have any further
24 questions, Your Honor.

25 THE COURT: Any redirect?

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1 MR. RAMEY: No redirect but I will call
2 Mr. Stiltner for one very brief issue.

3 (Doug Stiltner recalled to the stand.)

4 THE COURT: Sir, I remind you that you remain
5 under oath.

6 THE WITNESS: Yes, sir.

7 BY MR. RAMEY:

8 Q. Just very briefly, Doug, you know that the Court
9 of Appeals has ruled that Renee had the authority to do
10 these forms if she talked with you first and didn't change
11 anything? You know the Court has ruled on that, right?

12 A. Yes.

13 Q. That came from your deposition testimony where
14 you said in hindsight it would have been okay if she
15 hadn't changed anything and talked to you about it first.
16 You remember that in your deposition?

17 A. Yes.

18 Q. Here's what I want to ask you, at any point in
19 time before the wreck happened, did you actually ever have
20 a conversation with Renee where you said you can do USAA
21 stuff for me as long as you don't change anything? Did
22 y'all actually have that conversation?

23 A. No.

24 Q. In your deposition you were just looking back and
25 saying in hindsight it would have been okay if she didn't

Stiltner versus USAA Casualty

1 change anything?

2 A. Right.

3 Q. Is that your testimony if she hadn't changed
4 anything, it would have been okay?

5 A. Right.

6 Q. -- do you know if when you changed your limits
7 from 25,50 up to 100,300, do you know if that was before
8 these documents, Exhibits 1 and 2, or after?

9 A. I don't know when it was.

10 Q. If you had increased your limits to 100,300
11 before this was done, would she have then changed what she
12 wanted while indicating she did not want underinsured
13 coverage?

14 A. No.

15 MR. MURPHY: Objection to the form of the
16 question.

17 THE COURT: Overruled.

18 BY MR. RAMEY:

19 Q. Let me repeat. If you had increased your limits
20 to 100,300 before this -- when you increased it to 100,300
21 you thought that was the whole policy?

22 A. Yes.

23 Q. If she didn't sign this form to indicate that you
24 did not want uninsured coverage, would that have changed
25 what you had done?

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1 A. No, sir.

2 Q. I'll ask you another way. Let's assumed when you
3 changed it from 25,50 to 100,300 it was after these
4 documents were done. Did you ever sign any forms when you
5 changed your documents saying I want or I don't want
6 underinsured coverage, did you ever sign any forms like
7 this?

8 A. No.

9 Q. Did USAA ever ask you if you want -- they divide
10 up your limits into liability underinsured and uninsured,
11 when you called to increase your limits to 100,300
12 assuming it was after these documents because we don't
13 know, was it your intent to just change liability?

14 A. No.

15 Q. Did you intend to raise the whole policy?

16 A. Yes.

17 MR. RAMEY: Thank you. No further questions.

18 MR. MURPHY: Just briefly.

19 BY MR. MURPHY:

20 Q. This is the earliest declaration page that I have
21 in my possession and it shows April 14 to October 14 of
22 2001, correct?

23 A. Yes.

24 Q. So the prior period to that would have been
25 October 14th of 2000 to April 14 of 2001, correct?

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1 A. Yes.

2 Q. And since it says renewal declaration, this
3 document, Exhibit 3, shows what you were carrying in the
4 prior period that would have carried over into the policy
5 period reflected there, correct? Isn't that renewal means
6 to you?

7 A. Yes.

8 Q. So based on that, you had that coverage in effect
9 in the prior period that was being renewed in April of
10 2001 and not after the execution of these documents,
11 correct?

12 A. Correct.

13 Q. And if that was a change whatever changes were
14 made you're saying you made those changes?

15 A. Yes.

16 MR. MURPHY: Thank you. No further
17 questions.

18 THE COURT: Any redirect?

19 MR. RAMEY: No, sir.

20 THE COURT: Anything else the defense would
21 like to put into the record?

22 MR. MURPHY: Yes, I was just going to publish
23 a few brief portions of Ms. Stiltner's deposition.

24 THE COURT: Okay.

25 MR. MURPHY: I'll just stand here and read

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1 it. It's starting on Page 27 where -- actually there's a
2 portion from Page 21 and a portion from Page 27 and 28.

3 Starting on Line 21:

4 "QUESTION: Do you recall ever requesting a
5 change to the policy on your husband's behalf?

6 ANSWER: No.

7 QUESTION: Would you have ever changed
8 anything?

9 ANSWER: I wouldn't do that.

10 QUESTION: On the policy?

11 ANSWER: I wouldn't do it.

12 QUESTION: If for some reason you would have
13 handled it, would you have just kept things the way they
14 were the way he had it before?

15 ANSWER: Yeah.

16 QUESTION: As long as you would have done
17 that, do you think he would have been okay with that?

18 ANSWER: Yeah.

19 QUESTION: Is that your signature? Do you
20 recall signing a document? Is that your signature there
21 on the first page of Exhibit 12?" Which I think has
22 already been admitted under Exhibits 1 and 2, and then
23 further questions about the signature.

24 Page 27, Line 12:

25 "QUESTION: Would you have signed a document

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1 for the automobile policy without your husband's
2 permission?

3 ANSWER: No.

4 QUESTION: Would you have signed it without
5 his approval?

6 ANSWER: No.

7 QUESTION: Would you have signed it contrary
8 to his instructions?

9 ANSWER: Say that again?

10 QUESTION: Would you have signed it and
11 accomplished something contrary to what he told you?

12 ANSWER: No.

13 QUESTION: Would you have signed it without
14 discussing it with him?

15 ANSWER: No, because usually it comes to him.

16 QUESTION: Okay, but if you signed it, would
17 you have done so without him knowing about it?

18 ANSWER: No.

19 QUESTION: Would you have kept it a secret
20 from him?

21 ANSWER: No.

22 QUESTION: Would you have shown it to him
23 before you signed it?

24 ANSWER: Yeah.

25 QUESTION: To your knowledge, were you

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1 attempting to change anything on the policy when you
2 signed those documents?

3 ANSWER: No.

4 QUESTION: To your knowledge, did you change
5 anything about the policy?

6 ANSWER: No -- no, I don't think so.

7 QUESTION: Did he ever come in and say what
8 did you do to my policy, you dropped these coverages or
9 your made these changes?

10 ANSWER: No.

11 QUESTION: Did he ever complain about the
12 USAA policy to you or in your presence?

13 ANSWER: No."

14 THE COURT: Okay, Mr. Ramey, any portions you
15 would like to read into the record?

16 MR. RAMEY: No. I would just like to say her
17 condition then is as it is now. And although she would
18 agree with very awkwardly worded questions, she has
19 sustained injuries in this accident and that should be
20 taken into account.

21 THE COURT: Yes, sir, duly noted.

22 Anything else we need to put into the record?

23 MR. MURPHY: I don't believe so.

24 MR. RAMEY: I would like to state our
25 position briefly, Your Honor, if I can.

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1 THE COURT: Sure.

2 MR. RAMEY: The whole reason we're here is
3 because USAA failed to do what they should have done.
4 Stepping back to square one, USAA has a statutory duty to
5 make a meaningful offer for underinsured coverage to the
6 insured, to the named insured, and have it accepted or
7 rejected by the named insured.

8 When Exhibits 1 and 1a came in and they are
9 clearly inconsistent. I want these coverages but I don't
10 want insurance, USAA should have recognized then we are
11 not dealing with the named insured. They should have
12 insisted that Doug complete a new form and to do it
13 properly.

14 The law says in cases I handed up, when a
15 person is dealing with an agent, that person, in this case
16 USAA, has a duty of due care to ascertain the scope of
17 authority. USAA didn't do any of that according to the
18 evidence. The scope of authority that the Court of
19 Appeals ruled on Mr. Murphy was able to ferret out in
20 deposition that USAA took no care whatsoever to ascertain
21 what Renee's authority was. They should have been dealing
22 with their named insured.

23 In his trial brief that we got two hours
24 before trial, Mr. Murphy points USAA deals with military
25 people and their spouses. That notwithstanding doesn't

Stiltner versus USAA Casualty

1 get them around their statutory duty to have this
2 meaningful offer to the named insured and have the named
3 insured accept it or reject it. The Court has already
4 ruled the meaningful offer was transmitted, but I submit
5 to the Court that USAA has failed to meet its burden in
6 proving that Renee was within the scope of her authority
7 when she signed these forms. They just can't do it.

8 The testimony at best is ambiguous. In the
9 light most favorable to the plaintiff's Doug said I never
10 decreased any kind of coverage. I never decided to cancel
11 any kind of coverage. I never gave my wife any permission
12 to cancel any kind of coverage.

13 The best that can be said is that when these
14 forms were filled out in this manner that a mistake was
15 made and the mistaken may have been made by Renee in
16 filling it out, but clearly, and I think this is very
17 important, clearly assuming this document was faxed to
18 USAA, it was faxed back to Ortech to Ms. Stiltner and she
19 refaxed it, and USAA had to be the person to put these
20 markings on the form and most importantly, "not
21 mandatory."

22 I would submit to the Court that the, "not
23 mandatory," note is an indication of USAA possibly trying
24 to talk her out of the coverage as opposed to asking her
25 to free and voluntarily make a decision.

Stiltner versus USAA Casualty

1 It is at best ambiguous and I believe that
2 USAA has not met its burden of proving the offer was
3 properly rejected.

4 With regard to ratification that Doug got
5 these notices every six months, Exhibits 3 through 15, and
6 didn't do anything about it, the Court of Appeals said in
7 their opinion in this case -- let me step back a second.
8 The Court remanded us back for any trial because the
9 testimony was ambiguous. It wasn't ambiguous that Doug
10 said in sum today I don't remember these forms. I don't
11 remember talking to my wife, but I know I never lowered
12 coverage or cancelled coverage. That unequivocal
13 testimony. That wasn't in the record at summary judgment
14 in the Court of Appeals.

15 With regard to Ratification, Cornfeld said,
16 "Absent an admission by the insured that he had ratified
17 the rejection, whether or not there has been a
18 ratification is a question of fact and not of law for the
19 Court. Moreover mere silence or failure of a principal,"
20 and Doug being the principal, "and unauthorized act of an
21 agent does not necessarily constitute a ratification
22 unless silence or acquiescence in question can be
23 explained in any other theory other than ratification."

24 There is another theory why he didn't speak
25 up. He didn't know the difference between UM and UIM and

Stiltner versus USAA Casualty

1 that's the very thing the Court says in the next
2 paragraph. Here Mr. Stiltner presented evidence that he
3 didn't understand the difference between UM and UIM until
4 after the accident. And furthermore, he was unaware that
5 Ms. Stiltner had done this until after the accident. So
6 they didn't meet their burden on ratification.

7 And finally on estoppel, even if Doug isn't
8 bound by Renee's act that Renee should be estopped because
9 she's the one that signed it, the Court of Appeals pointed
10 out in the last paragraph on Page 6 that USAA has not
11 presented any evidence such as a prior course of dealing
12 between the parties that would establish reasonable
13 reliance as a matter of law -- reasonably rely on Renee's
14 conduct.

15 Now, Mr. Murphy has split this transaction
16 spread out over three days but I submit that's not a
17 course of dealing. It is attempting to correct a first
18 attempt and not doing so in the second. It's one
19 transaction, not a course of dealings. There's no
20 evidence that Ms. Stiltner ever did anything with this
21 policy other than this and this has been Doug's policy for
22 eight years before they even married. So I think they
23 failed entirely on their burden, agency, ratification and
24 estoppel.

25 MR. MURPHY: Your Honor, I think the law of.

Stiltner versus USAA Casualty

1 the case will establish that a meaningful offer was made
2 to Ms. Stiltner and that her resubmission of the second
3 form which was internally consistent. I believe Judge Few
4 ruled on that. That was not appealed. I know that was
5 argued that there was not a proper rejection. I think
6 that is law of the case and certainly the evidence would
7 be sufficient to do that. The question is did she have
8 authority to do that, number one.

9 Number two, if she did not have authority and
10 exceeded her authority, did her husband ratify that
11 otherwise unauthorized act, and third, should she, on her
12 own behalf be estopped for now disavowing her agency when
13 she did -- and the point of that is when she got it back
14 from USAA, she should have said you can't deal with me,
15 you should deal with my husband because I wasn't
16 authorized to do that. That's where the estoppel, at
17 least as to her claim would go.

18 However, Your Honor, one issue we did not
19 brief based on the recollection and the old declaration
20 page that has been testified about was the case of ex
21 parte USAA which held that a person who has UIN coverage
22 and then makes a decision to drop UIN coverage is not
23 entitled to a new offer of UIN coverage. So that issue
24 needs to be addressed because now, I believe, we have some
25 new evidence based on some refreshed recollection that

Stiltner versus USAA Casualty

1 Mr. Stiltner did, in fact, have UIN coverage in the '99,
2 '99 coverage. The next declaration we have is from 2001
3 indicating a renewal of a policy from October of 2000 that
4 would have not contained it and so the ex parte USAA case
5 basically involved a person who knew enough at some point
6 in time to select that coverage in an amount equal to
7 their liability coverage does not need to be reoffered
8 that coverage if its subsequently deleted from the policy.

9 I acknowledge we don't know dropped it and
10 what act effectively dropped it, we do know that that
11 renewal in April of 2001, the policy that was being
12 renewed, did not obtain underinsured motorist coverage and
13 it could be that at the time of the previous policy and
14 the date of this several days after the inception of that
15 that it could be it was dropped at that time. But it's
16 also likely that it was changed at that time according to
17 the testimony that Mr. Stiltner would have made those
18 changes by telephone.

19 So there is evidence that the coverage was
20 deleted based on the fact that it had been there at least
21 sometime in '99 and had been deleted in either in 2000 or
22 at least the earliest in 2001. The inference is because
23 of record keeping and long delay between this transaction
24 and the action that gave rise to a claim, we don't have
25 all the gaps filled in. Some have been filled in today

Stiltner versus USAA Casualty

1 for the first time.

2 Be that as it may, I would argue, Your Honor,
3 based on the testimony the preponderance of the evidence
4 with respect to whether Ms. Stiltner exceeded her
5 authority is clearly met and that the mere scant scintilla
6 that she exceeded it is completely overrun by the
7 testimony that there were basically two conditions on her
8 that she otherwise was authorized to act so that she
9 didn't make any changes and so long as she did discuss it.

10 She testified very unequivocally in her
11 deposition testimony that was published that she would
12 have never placed her signature on that document and faxed
13 it down to USAA, not once but twice, unless she did not
14 change anything that was in accordance with her husband's
15 wishes and with his knowledge and permission.

16 I think that USAA has met any burden of proof
17 overwhelmingly that she was acting within the authority
18 that she had having already been found to be his agent by
19 the Court of Appeals by the law of the case.

20 But even if she did make a change or fail to
21 discuss it with him and therefore not comply with the
22 limitations on her authority, her actions were fully
23 ratified because if you note in the USAA declaration pages
24 and you may not have had the chance to look at them quite
25 yet, but they specifically -- and I'll hand up Exhibit 3

Stiltner versus USAA Casualty

1 -- unlike some insurance policies that just list the
2 coverages that do exist and don't list the coverages that
3 have been forbidden, it contains a section that it
4 indicates and it is highlighted, it shows the following
5 coverages define in this policy are not covered for and
6 then it has each of the vehicles that are on the policy.
7 In each case in this policy, underinsured motorist is
8 shown for each vehicle and that information was repeated
9 at least once every six months for a period of six years
10 and quite possibly more than that but if you did go
11 through those some of the pages have multiple declarations
12 because changes were made during policy period so there is
13 another declaration adding a vehicle or dropping a vehicle
14 and that type of thing.

15 So Mr. Stiltner who testified he always
16 reviewed that to make sure that the coverages and the
17 premiums and the vehicles were consistent with what he had
18 said and he did that at least twice a year and three or
19 four times of year for six years at the time of this
20 purported unauthorized act until the time of his accident
21 without ever picking up the phone which he was well
22 accustomed to do when he made changes without ever making
23 complaint, without ever making any attempt to modify or
24 change the policy. That's exactly what the law of
25 ratification is designed to prevent. To prevent someone

Stiltner versus USAA Casualty

1 from allowing an agent to accomplish something on their
2 behalf, from allowing and accepting the benefit of the
3 deal which he had an expectation and he had two separate
4 collision claims that he received money on during these
5 policies.

6 So he accepted the benefit and he was not
7 merely silent, Your Honor, because he paid these premiums
8 and made the claims. Those were affirmative acts beyond
9 silence to indicate that she was authorized at the time
10 that she did whatever she did that is not claimed to be
11 unauthorized. Because had she not properly filled out
12 that form, the policy would not have been able to have
13 been issued with the coverages that it had. So I think
14 that all the elements of ratification have been met and I
15 think it is the exact situation where it should apply
16 because we have a situation where the Court has already
17 ruled that a meaningful offer was made to the agent. And
18 then after an accident we have someone trying to disavow
19 not only their spouses authority to do it but their very
20 own authority.

21 And that gets me to my last point with
22 Ms. Stiltner, there is case law and we did cite it in the
23 brief, there are cases where you have an insured spouse,
24 in some states -- we do not make a spouse an automatic
25 agent as a matter of law, but in this case she was found

Stiltner versus USAA Casualty

1 to be an agent and she may have exceeded what she was
2 allowed to do as the agent -- but some state would not
3 allow that same person to financially gain by disavowing
4 her own purported agency and in this case it would be most
5 unfair for someone who not once but twice dealt with USAA
6 to coordinate the coverage if there was an unauthorized
7 act in doing so, Ms. Stiltner should not be able to
8 benefit now from a claim disavowing her own authority to
9 act at the time. I think ratification should apply to
10 Mr. Stiltner and to the entire policy and they can't come
11 back now and disavow that agency. At a minimum,
12 Ms. Stiltner should not be allowed to disavow her own
13 agency. If she had disavowed it earlier, this is where
14 reliance comes in, if she had disavowed it earlier and
15 Mr. Stiltner had brought it to their attention when he
16 noticed these changes or supposed changes to his policy
17 that are unauthorized, USAA could have remedied that by
18 either getting the documents redone or modifying the
19 policy.

20 But now with all this time passes with no
21 complaint being made, no premium being collected, and then
22 and only after a loss the claims being made, I think that
23 brings in the ratification and estoppel doctrines. So I
24 would argue that she was within the scope of her authority
25 but if she wasn't her conduct was ratified fully. Of

Stiltner versus USAA Casualty

1 course, at a minimum, she, herself, should not be able to
2 benefit financially by disavowing her own agency after the
3 fact. That's the law of estoppel.

4 And lastly, I want to make sure I'm clear on
5 the record, the ex parte USAA case may apply that no offer
6 was required at his deletion of coverage.

7 The last time I'll add since we have some
8 agency is that if she was not allowed to make any changes,
9 then the most coverage that she could have kept on the
10 policy was 25,50,25. So I don't believe since the offer
11 was meaningful her conduct, if there anything that she
12 failed to do, she failed to maintain the same coverage and
13 that she in effect deleted 25,000 per person, 50,000 per
14 occurrence and coverage. That deletion has been modified
15 but that's the extent of any claim that she would have for
16 deleting something she shouldn't have.

17 You can't be aware of that with document
18 after document for six years and say, hey, you deleted my
19 coverage and I shouldn't be bound by that.

20 MR. RAMEY: Very brief response and then sum,
21 Mr. Murphy made the argument that a person who drops UIM
22 is not entitled to a new offer. There is no evidence in
23 the record to Doug ever dropped coverage. There is
24 evidence from our Exhibit 3 that UIM went off the policy.
25 There is no evidence what so ever that Doug dropped

Stiltner versus USAA Casualty

1 coverage. In our estimation it went off of coverage
2 because of these interim documents.

3 We're back here from the Court of Appeals
4 granting this trial because summary judgment was not
5 appropriate and they hadn't met their burden of proof at
6 summary judgment.

7 USAA has brought forth no new evidence today
8 to add to what they had at summary judgment. On the other
9 hand plaintiff has brought forth at least two things that
10 Court of Appeals didn't have the benefit of. One is his
11 unequivocal testimony that though I don't remember this
12 transaction I never deleted coverage and I never asked
13 anyone to do it for me. All that the Court of Appeals had
14 was this discovery deposition testimony. He was never
15 asked the question did you delete coverage or did you ever
16 ask anyone to do it for you. We have that in the record
17 today.

18 The second thing we have is we now know
19 because he found a declaration page from '98 and '99 that
20 at one point in time he did have the benefit of
21 underinsured motorist coverage. That does not necessarily
22 mean that he was made a meaningful offer and he accepted
23 it. The policy started in West Virginia where I don't
24 know if UIM is mandatory, but for all I know he called in
25 and said I want to make my limits 25,50 on everything and

Stiltner versus USAA Casualty

1 they just didn't. His testimony was no way USAA ever
2 talked to me about the difference I didn't know the
3 difference until after the wreck.

4 And so the fact that he used to have it does
5 not mean he understood the difference. It is certainly
6 possible to possess something you don't completely
7 understand. I recently bought a motorcycle at this stage
8 in my life and I got to say I don't completely understand
9 it but I do possess it. That doesn't mean that he knew
10 the difference as Mr. Murphy will assume.

11 Again, they have not met their burden of
12 proof and the judgment should be for the plaintiff to
13 conform the policy to 100,300 on all five vehicles
14 including the motorcycle in the wreck, declare a class 1
15 insurance because she's the named insured and she's an
16 operator and stack up to 500,000 in coverage. Thank you.

17 THE COURT: All right, I've got really two
18 questions. First, Mr. Murphy, in as much as you would
19 argue at this point that in the context of exparte USAA
20 the declaration page that was offered into evidence and I
21 think it was Plaintiff's Exhibit No. 3 that Mr. Stiltner
22 had insurance, as much as you would argue now in that
23 context, that is to your benefit because it demonstrates
24 that there was never a meaningful offer that really was
25 required under the law because he had full knowledge of

Stiltner versus USAA Casualty

1 its nature and its character. Do you want to withdraw
2 your objection?

3 MR. MURPHY: I made my objection just to
4 preserve my -- I had to come to grips with it but I could
5 base my position on the fact that he now has refreshed his
6 recollection and I'm not arguing an objection other than
7 the fact that I was unaware of it. It may not have been
8 required to be produced but I don't want to ruin a good
9 objection. I don't want to give it up, but I think the
10 evidence in the record from what you allowed him to
11 testify was that he had had that coverage prior to the
12 declaration pages that were later introduced by
13 defendants.

14 THE COURT: And each of you would argue at
15 this stage of the proceeding that it inures to your
16 prospective benefits based on your prospective of the law,
17 am I correct in that?

18 MR. MURPHY: It was almost irrelevant to my
19 standpoint because its already the law in the case that a
20 meaningful offer was made.

21 THE COURT: Based on that I'm going to
22 supersede my prior ruling and allow that into evidence
23 duly admitted in the case. I believe that subsequent to
24 the offering of that testimony, it was significant -- the
25 document it was significant testimony upon which each

Stiltner versus USAA Casualty

1 party relied in making its legal argument, and I think its
2 fair for the Court of Appeals or Supreme Court or any
3 entity who may review this record and have an opportunity
4 to look at that document as well.

5 (Declaration page previously marked as
6 Plaintiff's Exhibit No. 3 was admitted into evidence.)

7 I will tell you that it really is an academic
8 issue because as I suggested to you the evidence was clear
9 in the record and I find as a matter of fact that that's
10 credible testimony and I believe both parties accepts that
11 it's credible that Mr. Stiltner had uninsured motorist
12 coverage in the past.

13 Next question I didn't hear any evidence as
14 to why USAA was community and what authority they were
15 communicating with Ms. Stiltner by way of her fax machine
16 at her place of business. Is there any evidence in the
17 record as to why that happened as opposed to continuing to
18 what I presume was a normal course of operation with
19 Mr. Stiltner.

20 MR. RAMEY: We don't know how this document
21 was created and how and what the conversations were. We
22 were going to depose Karen Mallory and it's Mr. Murphy's
23 assertion that all she has is documents and no memory of
24 the thousands of transactions. We don't know why this was
25 done to this day.

Stiltner versus USAA Casualty

1 MR. MURPHY: According to what was in the
2 record at summary judgment the original document would
3 have been mailed. When it came back from a facsimile
4 because it was inconsistent it was directly faxed back to
5 that number. It did not have a fax cover sheet or
6 anything that I could locate being that far back because
7 they don't keep records beyond seven years. At the time
8 the claim back in that got us back to 2001 and not 2000.
9 The do keep documents of the signature but not the
10 ancillary documents. All I can say, it's not in the
11 record, but I'm assuming since the document came from a
12 certain fax number, they faxed it back to that number.

13 There's an extension mention but whether
14 there was phone calls or whatever, they weren't recorded
15 or kept or anything like that.

16 THE COURT: Thank you, very much. What I'm
17 going to do is take it under advisement and I'm going to
18 read the briefs and the case law that you've just passed
19 up to me. I'm going to rule in fairly short order. No
20 later than the end of this week.

21 MR. RAMEY: Thank you.

22 MR. MURPHY: Thank you.

23 ---END OF TRANSCRIPT RECORD---

Plaintiff's Exhibit 1

III. OFFER OF UNDERINSURED MOTORISTS COVERAGE (Semi-Annual Premiums)

UIM BODILY INJURY (Limits are per person/per accident)							
		Single Car	Multi-Car (per car)			Single Car	Multi-Car (per car)
☒	\$ 15,000/\$ 30,000	\$ 8.84	\$12.62	☐	\$ 100,000/\$ 300,000	\$21.88	\$23.99
☐	\$ 20,000/\$ 40,000	\$11.38	\$13.89	☐	\$ 300,000/\$ 500,000	\$24.83	\$28.19
☐	\$ 25,000/\$ 50,000	\$12.62	\$14.73	☐	\$ 500,000/\$ 500,000	\$26.51	\$30.72
☐	\$ 50,000/\$100,000	\$15.57	\$18.51	☐	\$ 500,000/\$1,000,000	\$28.19	\$32.82
☐	\$100,000/\$200,000	\$17.68	\$22.72	☐	\$1,000,000/\$1,000,000	\$33.24	\$38.71

UIM PROPERTY DAMAGE (Limits are per accident)							
		Single Car	Multi-Car (per car)			Single Car	Multi-Car (per car)
☒	\$10,000	\$.00	\$.00	☐	\$100,000	\$2.11	\$2.94
☐	\$25,000	\$1.27	\$.84	☐	\$300,000	\$2.95	\$4.63
☐	\$50,000	\$1.68	\$1.68	☐	\$500,000	\$3.75	\$5.47

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

If your answer is "yes," then check the limits which you desire.

(THESE LIMITS CANNOT EXCEED YOUR AUTOMOBILE INSURANCE LIABILITY LIMITS.)

Signed *[Signature]*

USAA No. 9555218

If this form is sent by facsimile machine (fax), the sender adopts the document received by USAA as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

IV. APPLICANT'S ACKNOWLEDGEMENT

I hereby acknowledge that I have read, or have had read to me, the above explanations and offers of additional uninsured motorists coverage and underinsured motorists coverage. I have indicated whether or not I wish to purchase each coverage in the spaces provided. I further understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorists coverage and underinsured motorists 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 to the State of South Carolina's laws.

Today's Date: 10-15-00 Type or Print Your Name: Christina Rene Stinner

USAA No: 9555218 Your Signature: *[Signature]*

Your Address: _____ Your Zip Code: _____

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Plaintiff's Exhibit 1a

II. OFFER OF ADDITIONAL UNINSURED MOTORISTS COVERAGE (Semi-Annual Premiums)

UM BODILY INJURY (Limits are per person/per accident)					
	Single Car	Multi-Car (per car)		Single Car	Multi-Car (per car)
☐ \$ 20,000/\$ 40,000	\$ 5.76	\$ 7.87	☐ \$ 300,000/\$ 500,000	\$11.23	\$12.91
☒ \$ 25,000/\$ 50,000	\$ 7.02	\$ 8.71	☐ \$ 500,000/\$ 500,000	\$11.65	\$13.76
☐ \$ 50,000/\$100,000	\$ 8.29	\$ 9.97	☐ \$ 500,000/\$1,000,000	\$12.07	\$14.10
☐ \$100,000/\$200,000	\$ 9.97	\$11.23	☐ \$1,000,000/\$1,000,000	\$12.91	\$15.44
☐ \$100,000/\$300,000	\$10.39	\$11.65			

UM PROPERTY DAMAGE (Limits are per accident)					
	Single Car	Multi-Car (per car)		Single Car	Multi-Car (per car)
☒ \$25,000	\$1.27	\$.84	☐ \$100,000	\$2.11	\$2.94
☐ \$50,000	\$1.68	\$1.68	☐ \$300,000	\$2.95	\$4.21
			☐ \$500,000	\$3.79	\$5.05

Minimum limits of Uninsured Motorists Coverage are automatically provided. Do you wish to purchase additional Uninsured Motorists Coverage?

If your answer is "yes," then check the limits which you desire.

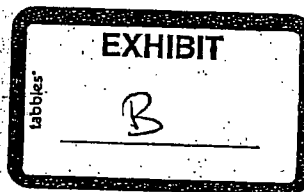
(THESE LIMITS CANNOT EXCEED YOUR AUTOMOBILE INSURANCE LIABILITY LIMITS.)

Yes _____ No ☒

Signed *Ch. R. [Signature]*

USAA No. 9555218

If this form is sent by facsimile machine (fax), the sender adopts the document received by USAA as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.



Plaintiff's Exhibit 2

II. OFFER OF ADDITIONAL UNINSURED MOTORISTS COVERAGE (Semi-Annual Premiums)

UM BODILY INJURY (Limits are per person/per accident)

	Single Car	Multi-Car (per car)		Single Car	Multi-Car (per car)
☐ \$ 20,000/\$ 40,000	\$ 5.76	\$ 7.87	☐ \$ 300,000/\$ 500,000	\$11.23	\$12.91
☒ \$ 25,000/\$ 50,000	\$ 7.02	\$ 8.71	☐ \$ 500,000/\$ 500,000	\$11.65	\$13.76
☐ \$ 50,000/\$100,000	\$ 8.29	\$ 9.97	☐ \$ 500,000/\$1,000,000	\$12.07	\$14.10
☐ \$100,000/\$200,000	\$ 9.97	\$11.23	☐ \$1,000,000/\$1,000,000	\$12.91	\$15.44
☐ \$100,000/\$300,000	\$10.39	\$11.65			

UM PROPERTY DAMAGE (Limits are per accident)

	Single Car	Multi-Car (per car)		Single Car	Multi-Car (per car)
☒ \$25,000	\$1.27	\$.84	☐ \$100,000	\$2.11	\$2.94
☐ \$50,000	\$1.68	\$1.68	☐ \$300,000	\$2.95	\$4.21
			☐ \$500,000	\$3.79	\$5.05

Minimum limits of Uninsured Motorists Coverage are automatically provided. Do you wish to purchase additional Uninsured Motorists Coverage?

If your answer is "yes," then check the limits which you desire.

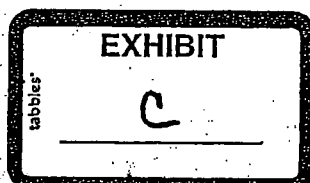
(THESE LIMITS CANNOT EXCEED YOUR AUTOMOBILE INSURANCE LIABILITY LIMITS.)

Yes ☒ No ☐

Signed *[Signature]*

USAA No. 9555218

If this form is sent by facsimile machine (fax), the sender adopts the document received by USAA as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.



Plaintiff's Exhibit 2a

III. OFFER OF UNDERINSURED MOTORISTS COVERAGE (Semi-Annual Premiums)

Not available UIM BODILY INJURY (Limits are per person/per accident)

	Single Car	Multi-Car (per car)		Single Car	Multi-Car (per car)
☒ \$ 15,000/\$ 30,000	\$ 8.84	\$12.62	☐ \$ 100,000/\$ 300,000	\$21.88	\$23.99
☐ \$ 20,000/\$ 40,000	\$11.36	\$13.89	☐ \$ 300,000/\$ 500,000	\$24.83	\$28.19
☐ \$ 25,000/\$ 50,000	\$12.62	\$14.73	☐ \$ 500,000/\$ 500,000	\$26.51	\$30.72
☐ \$ 50,000/\$100,000	\$15.57	\$18.51	☐ \$ 500,000/\$1,000,000	\$28.19	\$32.82
☐ \$100,000/\$200,000	\$17.68	\$22.72	☐ \$1,000,000/\$1,000,000	\$33.24	\$38.71

UIM PROPERTY DAMAGE (Limits are per accident)

	Single Car	Multi-Car (per car)		Single Car	Multi-Car (per car)
☒ \$10,000	\$.00	\$.00	☐ \$100,000	\$2.11	\$2.94
☐ \$25,000	\$1.27	\$.84	☐ \$300,000	\$2.95	\$4.63
☐ \$50,000	\$1.68	\$1.68	☐ \$500,000	\$3.75	\$5.47

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

If your answer is "yes," then check the limits which you desire.

(THESE LIMITS CANNOT EXCEED YOUR AUTOMOBILE INSURANCE LIABILITY LIMITS.)

Signed *Ch. R. S. Miller*

USAA No. 9555218

If this form is sent by facsimile machine (fax), the sender adopts the document received by USAA as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

IV. APPLICANT'S ACKNOWLEDGEMENT

I hereby acknowledge that I have read, or have had read to me, the above explanations and offers of additional uninsured motorists coverage and underinsured motorists coverage. I have indicated whether or not I wish to purchase each coverage in the spaces provided. I further understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorists coverage and underinsured motorists 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 to the State of South Carolina's laws.

Today's Date: 10-15-00 Type or Print Your Name: Christina Rose Miller

USAA No: 9555218 Your Signature: *Ch. R. S. Miller*

Your Address: _____ Your Zip Code: _____

If this form is sent by facsimile machine (fax), the sender adopts the document received by USAA as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Plaintiff's Exhibit 3



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
AMENDMENT TO

PAGE 3

State	06 09 11	Veh	POLICY NUMBER
SC	090090090	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 1998 TO APR 14 1999			

OPERATORS

01 DOUGLAS EARL STILTNER

03 CHRISTINE R BOLEN

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYN	VEH USE	WORK/SCHO	Miles One Way	Day Per Week
06	95	CHEV	1500	PICKUP 4X2	15000	1GCEC14H6SZ175239	7	W	10	5	
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P			
11	96	CHEV	1500	PICKUP 4X2	12000	1GCEC19R8TE258388	11	W	08	5	

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Plows

VEH 06 LIBERTY SC

VEH 11 LIBERTY SC

VEH 09 LIBERTY SC

This policy provides ONLY those coverages for which a premium is shown below.

This policy provides ONLY those coverages for which a premium is shown below.				VEH 06 6-MONTH		VEH 09 6-MONTH		VEH 11 6-MONTH		VEH	
COVERAGES		LIMITS OF LIABILITY		D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)				AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY											
BODILY INJURY		EA PER \$	25,000								
		EA ACC \$	50,000		56.91		51.92		54.41		
PROPERTY DAMAGE		EA ACC \$	25,000		41.39		37.05		39.22		
PART C - UNINSURED MOTORISTS											
BODILY INJURY		EA PER \$	25,000								
		EA ACC \$	50,000								
PROPERTY DAMAGE		EA ACC \$	25,000	D 200	10.75	D 200	10.75	D 200	10.75		
PART C - UNDERINSURED MOTORISTS											
BODILY INJURY		EA PER \$	25,000								
		EA ACC \$	50,000								
PROPERTY DAMAGE		EA ACC \$	25,000		17.10		17.10		17.10		
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS		ACV LESS	D 250	41.80				D 500	43.91		
COLLISION LOSS		ACV LESS	D 500	68.07				D 500	76.25		
TOWING AND LABOR				4.00			4.00		4.00		
TOTAL PREMIUM -				SEE FOLLOWING PAGE(S)							

LOSS PAYEE

VEH 06 USAA FEDERAL SAVINGS BANK, SAN ANTONIO TX 008594772

VEH 11 TOYOTA MOTOR CREDIT CORP, CEDAR RAPIDS IA

ENDORSEMENTS: ADDED 10-14-98 - NONE

REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- A100SC(01) 5000SC(02) *** AASER

56SC(12) 260(01) 999SC(17) 41SC(13)

061C 00 00BNNN 091A 00 00CNNN 111B 00 00BNNN

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

COUNTERSIGNED BY on this date OCTOBER 6, 1998

Ida R. Gardner

Bradford W. Rich
Secretary

Henry V. Cellio Jr.
President

5000 C



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

USAA® 9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
AMENDED DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

Named Insured and Address

DOUGLAS EARL STILTNER

State		Veh	POLICY NUMBER
SC		Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 1998 TO APR 14 1999			

Description of Vehicle(s)						VEH USE		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles Driven Per Week	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Personal

This policy provides ONLY those coverages for which a premium is shown below.		VEH		VEH		VEH		VEH	
COVERAGES		D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
LIMITS OF LIABILITY		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
("ACV" MEANS ACTUAL CASH VALUE)									
VEHICLE TOTAL PREMIUM			240.02		120.82		245.64		
-----ADJUSTMENT REASON-----									
ADDED OPERATOR 03		CHANGE IN OPERATOR DATA OP 01		ADDED VEH 11					
REVISED 6 MONTH PREMIUM...		\$	606.48	6 MONTH INCREASE...		\$	239.30		
FACILITY RECOUP CHARGE ADJUSTMENT INCREASE		\$	22.17						
SC UM ASSESSMENT		\$	1.00						
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED:									
VEH 06, MEDICAL PAYMENTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 09, MEDICAL PAYMENTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 11, MEDICAL PAYMENTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date OCTOBER 6, 1998

COUNTERSIGNED BY

Ida R. Gardner

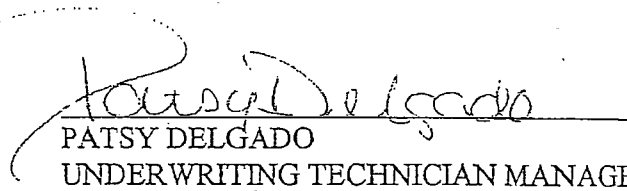
Bradford W. Rich
SecretaryHenry Viccellio Jr.
President

Defendant's Exhibit 3

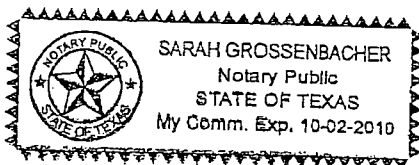


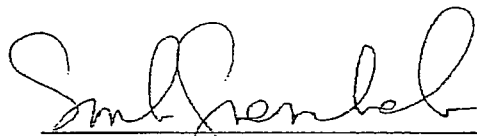
STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION - CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON APRIL 14, 2001 TO OCTOBER 14, 2001, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 12th DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

USAA® 9800 Fredericksburg Road - San Antonio, Texas 78288
SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS

ADDL INFO ON EXT PAGE MAIL MCH-M-I
RENEWAL OF

PAGE 3

State	09 12 13	Veh	POLICY NUMBER
SC	129129129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2001 TO OCT 14 2001			

Named Insured and Address

DOUGLAS EARL STILTNER

OPERATORS
01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER

Description of Vehicle(s)							VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P		
12	99	DODGE	DURANGO	UTL 4X4 4D	12000	1B4HS28Z0XF712704	16	W	05	5
13	00	DODGE	DAKOTA R/T	PKP 4X2 2D	12000	1B7GL22ZXYS679840	17	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Plasure

VEH 09 EASLEY SC
VEH 12 EASLEY SC

VEH 13 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.		VEH 09 6-MONTH		VEH 12 6-MONTH		VEH 13 6-MONTH		VEH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		62.28		66.14		66.14		
PROPERTY DAMAGE	EA ACC \$ 50,000		46.46		49.54		49.54		
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	12.44	D 200	12.44	D 200	12.44		
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS			D 500	71.26	D 500	76.13		
COLLISION LOSS	ACV LESS			D 500	110.78	D 500	122.85		
TOWING AND LABOR			4.00		4.00		4.00		
VEHICLE TOTAL PREMIUM			125.18		314.16		331.10		
6 MONTH PREMIUM \$ 770.44									
ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)									

ADDITIONAL INTEREST - LESSOR AND LOSS PAYEE

VEH 12 CHEVY CHASE BANK, JACKSONVILLE FL
LOSS PAYEE

VEH 13 FIRST VIRGINIA CREDIT SVC, FALLS CHURCH VA

ENDORSEMENTS: ADDED 04-14-01 - 5100SC(03)

REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- A072(03)

INFORMATION FORMS(NOT PART OF POLICY)- AASER 260(01) 200(02) 999SCCIC(01)

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date MARCH 9, 2001

Bradford W. Rich
Secretary

Henry Viscello Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS

State		Veh	POLICY NUMBER
SC		Terr	00955.52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2001 TO OCT 14 2001			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated.* W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES	LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH		VEH		VEH		VEH	
		D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
SC UM ASSESSMENT	\$ 3.00								
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION,									
RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 12 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT,									
PERSONAL INJURY PROTECTION									
VEH 13 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT,									
PERSONAL INJURY PROTECTION									

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date MARCH 9, 2001Bradford W. Rich
SecretaryHenry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON XT PAGE MAIL MCH-M-I

AMENDMENT TO

PAGE 3

State	09 12 13 14	Veh	POLICY NUMBER
SC	129129129129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE JUL 01 2001 TO OCT 14 2001			

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P		
12	99	DODGE	DURANGO	UTL 4X4 4D	12000	1B4HS28Z0XF712704	16	W	05	5
13	00	DODGE	DAKOTA R/T	PKP 4X2 2D	12000	1B7GL22ZXY5679840	17	W	07	5
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C-Work/School; B-Business; F-Farm; P-Pleasure

VEH 09 EASLEY SC
VEH 12 EASLEY SC

VEH 13 EASLEY SC
VEH 14 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.		VEH 09 6-MONTH		VEH 12 6-MONTH		VEH 13 6-MONTH		VEH 14 6-MONTH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		62.28		66.14		66.14		46.21
PROPERTY DAMAGE	EA ACC \$ 50,000		46.46		49.54		49.54		33.62
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	12.44	D 200	12.44	D 200	12.44	D 200	25.44
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS			D 500	71.26	D 500	76.13	D 500	25.17
COLLISION LOSS	ACV LESS			D 500	110.78	D 500	122.85	D 500	62.89
TOWING AND LABOR			4.00		4.00		4.00		
VEHICLE TOTAL PREMIUM			125.18		314.16		331.10		193.33

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

ADDITIONAL INTEREST - LESSOR AND LOSS PAYEE

VEH 12 CHEVY CHASE BANK, JACKSONVILLE FL

LOSS PAYEE

VEH 13 FIRST VIRGINIA CREDIT SVC, FALLS CHURCH VA

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

ENDORSEMENTS: ADDED 07-01-01 - NONE

REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- 5100SC(03) A072(03) *** AASER

260(01) 200(02) 999SCCIC(01)

09LA 00 DOBNNN 1112LB 00 DOBNNN 1113LB 00 DOBNNN 1114236 00 DOBNNN 111

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date JULY 2 2001

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE JUL 01 2001 TO OCT 14 2001			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
							STM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C-Work/School; B-Business; F-Farm; P-Pleasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES	LIMITS OF LIABILITY	VEH	VEH	VEH	VEH
("ACV" MEANS ACTUAL CASH VALUE)		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$

CHANGE IN OPERATOR STATUS OP 01 ADDED VEH 14

REVISED 6 MONTH PREMIUM...\$ 963.77 6 MONTH INCREASE...\$ 193.33
 PRORATED INCREASE...\$ 110.98

SC UM ASSESSMENT \$ 1.00

THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:

- VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION
- VEH 12 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION
- VEH 13 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION
- VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
 on this date JULY 2 2001

Bradford W. Rich
 Secretary

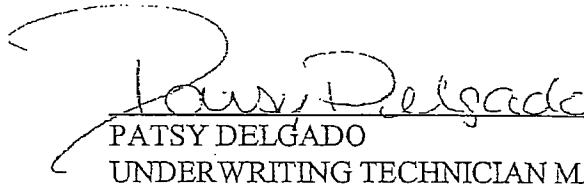
Henry Viccellio Jr.
 President

Defendant's Exhibit 4

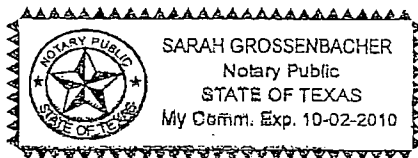


STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION – CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON OCTOBER 14, 2001 TO APRIL 14, 2002, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 27th DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288
SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS

ADDL INFO ON EXT PAGE MAIL MCH-M-I
RENEWAL OF

PAGE 3

State	09 12 13 14	Veh	POLICY NUMBER
SC	129 129 129 129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 2001 TO APR 14 2002			

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P		
12	99	DODGE	DURANGO	UTL 4X4 4D	12000	1B4HS28Z0XF712704	16	W	05	5
13	00	DODGE	DAKOTA R/T	PKP 4X2 2D	12000	1B7GL22ZXY5679840	17	W	07	5
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC
VEH 12 EASLEY SC

VEH 13 EASLEY SC
VEH 14 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.				VEH 09 6-MONTH		VEH 12 6-MONTH		VEH 13 6-MONTH		VEH 14 6-MONTH	
COVERAGES LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)				D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY											
BODILY INJURY	EA PER	\$	100,000								
	EA ACC	\$	300,000		63.98		67.97		67.97		47.33
PROPERTY DAMAGE	EA ACC	\$	50,000		55.67		59.38		59.38		40.21
PART C - UNINSURED MOTORISTS											
BODILY INJURY	EA PER	\$	25,000								
	EA ACC	\$	50,000								
PROPERTY DAMAGE	EA ACC	\$	25,000	D 200	12.41	D 200	12.41	D 200	12.41	D 200	25.38
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV LESS					D 500	86.60	D 500	92.72	D 500	30.06
COLLISION LOSS	ACV LESS					D 500	116.75	D 500	130.35	D 500	67.64
TOWING AND LABOR					4.00		4.00		4.00		
VEHICLE TOTAL PREMIUM					136.06		347.11		366.83		210.62

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

ADDITIONAL INTEREST - LESSOR AND LOSS PAYEE

VEH 12 CHEVY CHASE BANK, JACKSONVILLE FL
LOSS PAYEE

VEH 13 FIRST VIRGINIA CREDIT SVC, FALLS CHURCH VA

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

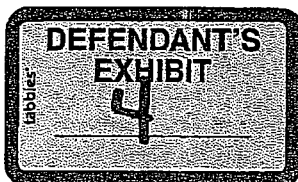
ENDORSEMENTS: ADDED 10-14-01 - 5100SC(04)

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - A072(03)

INFORMATION FORMS (NOT PART OF POLICY) - AASER 260(01) 999SCCIC(02) 37747(01)
41SC(14)

09 1A 00 00 00 00 12 1B 00 00 00 00 13 1B 00 00 00 00 14 236 00 00 00 00 00 00 00 00

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 10, 2001



Bradford W. Rich
Secretary

Henry Viccailló Jr.
President



(A Stock Purchase Company)

9800 Fredericksburg Road - San Antonio, Texas 78288
SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS

State					Val	POLICY NUMBER
SC					Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)				
EFFECTIVE OCT 14 2001		TO APR 14 2002				

Named Insured and Address	
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DOUGLAS EARL STILTNER
104 FOREST RDG
EASLEY SC 29640-8979

[illegible]

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C-Work/School; B-Business; F-Farm; P-Pleasure

This policy provides ONLY those coverages for which a premium is shown below.		VEH		VEH		VEH		VEH	
COVERAGES	LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
6 MONTH PREMIUM \$ 1060.62									
E FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 12 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 13 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 10, 2001

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON EXT PAGE MAIL MCH-M-I
AMENDMENT TO

PAGE 3

State	09 12 14 15	Veh	POLICY NUMBER
SC	129129129129	Year	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE JAN 20 2002 TO APR 14 2002			

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P		
12	99	DODGE	DURANGO	UTL 4X4 4D	12000	1B4HS28Z0XF712704	16	W	05	5
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	11	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Plasure

VEH 09 EASLEY SC

VEH 14 EASLEY SC

VEH 12 EASLEY SC

VEH 15 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES				LIMITS OF LIABILITY				D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)				AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY															
BODILY INJURY		EA PER	\$	100,000											
		EA ACC	\$	300,000		63.98			67.97		47.33		67.97		
PROPERTY DAMAGE		EA ACC	\$	50,000		55.67			59.38		40.21		59.38		
PART C - UNINSURED MOTORISTS															
BODILY INJURY		EA PER	\$	25,000											
		EA ACC	\$	50,000											
PROPERTY DAMAGE		EA ACC	\$	25,000	D 200	12.41	D 200	12.41	D 200	25.38	D 200	12.41			
PART D - PHYSICAL DAMAGE COVERAGE															
COMPREHENSIVE LOSS		ACV LESS					D 500	86.60	D 500	30.06	D 500	59.61			
COLLISION LOSS		ACV LESS					D 500	116.75	D 500	67.64	D 500	106.01			
TOWING AND LABOR						4.00		4.00				4.00			
VEHICLE TOTAL PREMIUM						136.06		347.11		210.62		309.38			

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

ADDITIONAL INTEREST - LESSOR AND LOSS PAYEE

VEH 12 CHEVY CHASE BANK, JACKSONVILLE FL
LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 01-20-02 - NONE

REMAIN IN EFFECT(REFER TO PREVIOUS POLICY) - 5100SC(04) A072(03) *** AASER

260(01) 999SCCIC(02) 37747(01) 41SC(14)

09LA 00 DOBNNN 1212LB 00 DOBNNN 141236 00 DOBNNN 1512LB 00 DOBNNN

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JANUARY 21, 2002

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh		POLICY NUMBER
SC		Terr		00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE JAN 20 2002 TO APR 14 2002				

Named Insured and Address

DOUGLAS EARL STILTNER
104 FOREST RDG
EASLEY SC 29640-8979

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/E=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES	LIMITS OF LIABILITY	VEH	VEH	VEH	VEH
("ACV" MEANS ACTUAL CASH VALUE)		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$

--ADJUSTMENT REASON--			
SUBSTITUTION OF VEH			
REVISED 6 MONTH PREMIUM...	\$ 1003.17	6 MONTH DECREASE...	\$ 57.45
PRORATED DECREASE...	\$ 26.65		
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:			
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION			
VEH 12 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION			
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION			
VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION			

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date JANUARY 21, 2002

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President

USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I

AMENDMENT TO

PAGE 3

State	09 14 15	Veh	POLICY NUMBER
SC 129129129	Terr	00955 52 18C	7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE JAN 22 2002		TO APR 14 2002	

Named Insured and Address	
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DOUGLAS EARL STILTNER

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER

Description of Vehicle(s)							VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P		
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	11	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated.* W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC

VEH 15 EASLEY SC

VEH 14 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.		VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 15 6-MONTH		VEH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		63.98		47.33		67.97		
PROPERTY DAMAGE	EA ACC \$ 50,000		55.67		40.21		59.38		
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	12.41	D 200	25.38	D 200	12.41		
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS			D 500	30.06	D 500	59.61		
COLLISION LOSS	ACV LESS			D 500	67.64	D 500	116.63		
TOWING AND LABOR			4.00				4.00		
VEHICLE TOTAL PREMIUM			136.06		210.62		320.00		

						ADJUSTMENT REASON	

CHANGE IN OPERATOR STATUS OP 03	DELETION OF VEH 12	(99 DODGE)
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TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 01-22-02 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY)- 5100SC(04) *** AASER 999SCCIC(02)
37747(01) 41SC(14)

[illegible]

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date JANUARY 22, 2002

on this date JANUARY 22, 2002

Bradford W. Rich
Secretary

Henry Viccaglio Jr.
President



(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
AMENDED DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State					Veh	POLICY NUMBER
SC					Terf	00955 52 18C 7102 8
POLICY PERIOD:		{12:01 A.M. standard time}				
EFFECTIVE JAN 22 2002		TO APR 14 2002				

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DOUGLAS EARL STILTNER

[illegible]

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages for which a premium is shown below.		VEH		VEH		VEH		VEH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
REVISED 6 MONTH PREMIUM...		\$	666.68	6 MONTH DECREASE...		\$	336.49		
PRORATED DECREASE...		\$	152.77						
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									
VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									

THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:			
VEH 09	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION		
VEH 14	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION		
VEH 15	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION		

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date JANUARY 22, 2002

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I

PAGE 3

AMENDMENT TO

State	09 14 15 16	Veh	POLICY NUMBER
SC 129129129129	Test	00955 52 18C 7102 8	
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE JAN 26 2002 TO APR 14 2002			

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles Yrs Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P		
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	11	W	07	5
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC

VEH 15 EASLEY SC

VEH 14 EASLEY SC

VEH 16 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.		VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 15 6-MONTH		VEH 16 6-MONTH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		63.98		47.33		67.97		67.97
PROPERTY DAMAGE	EA ACC \$ 50,000		55.67		40.21		59.38		59.38
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	12.41	D 200	25.38	D 200	12.41	D 200	12.41
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS			D 500	30.06	D 500	59.61		
COLLISION LOSS	ACV LESS			D 500	67.64	D 500	116.63		
TOWING AND LABOR			4.00				4.00		
VEHICLE TOTAL PREMIUM			136.06		210.62		320.00		139.76
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)									

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 01-26-02 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) *** AASER 999SCCIC(02)

37747(01) 41SC(14)

INFORMATION FORMS (NOT PART OF POLICY) - 260(02)

091A 001 000NNN 14236 001 0011N 151B 001 000NNN 161B 001 000NNN

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JANUARY 28, 2002

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh		POLICY NUMBER
SC		Terr		00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE JAN 26 2002 TO APR 14 2002				

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES

LIMITS OF LIABILITY

("ACV" MEANS ACTUAL CASH VALUE)

VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM
	AMOUNT	\$		AMOUNT	\$		AMOUNT	\$		AMOUNT	\$
ADJUSTMENT REASON											
CHANGE IN OPERATOR STATUS OP 01	ADDED VEH 16										
REVISED 6 MONTH PREMIUM...	\$ 806.44		6 MONTH INCREASE...	\$ 139.76							
PRORATED INCREASE...	\$ 60.37										
SC UM ASSESSMENT	\$ 1.00										

THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:

- VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION
- VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION
- VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION
- VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JANUARY 28, 2002

Bradford W. Rich
SecretaryHenry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

Named Insured and Address

DOUGLAS EARL STILTNER

ADDL INFO ON NEXT PAGE MAIL MCH-M-I

AMENDMENT TO

PAGE 3

State	09, 14, 15, 16	Veh	POLICY NUMBER
SC	129, 129, 129, 129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		{12:01 A.M. standard time}	
EFFECTIVE MAR 29 2002 TO APR 14 2002			

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE	WORK/SCHOOL
							SYM	Miles One Way Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	11	W
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5	W

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C-Work/School; B-Business; F-Farm; P-Pleasure

VEH 09 EASLEY SC

VEH 15 EASLEY SC

VEH 14 EASLEY SC

VEH 16 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES	LIMITS OF LIABILITY	VEH 09 6-MONTH	VEH 14 6-MONTH	VEH 15 6-MONTH	VEH 16 6-MONTH
	("ACV" MEANS ACTUAL CASH VALUE)	D=DED AMOUNT	D=DED AMOUNT	D=DED AMOUNT	D=DED AMOUNT
PART A - LIABILITY					
BODILY INJURY	EA PER \$ 100,000				
	EA ACC \$ 300,000	63.98	47.33	67.97	67.97
PROPERTY DAMAGE	EA ACC \$ 50,000	55.67	40.21	59.38	59.38
PART C - UNINSURED MOTORISTS					
BODILY INJURY	EA PER \$ 25,000				
	EA ACC \$ 50,000				
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200 12.41	D 200 25.38	D 200 12.41	D 200 12.41
PART D - PHYSICAL DAMAGE COVERAGE					
COMPREHENSIVE LOSS	ACV LESS		D 500 30.06	D 500 59.61	
COLLISION LOSS	ACV LESS		D 500 67.64	D 500 116.63	
TOWING AND LABOR		4.00		4.00	
VEHICLE TOTAL PREMIUM		136.06	210.62	320.00	139.76
TOTAL PREMIUM	SEE FOLLOWING PAGE(S)				

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 03-29-02 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) *** AASER 999SCCIC(02)
37747(01) 41SC(14) 260(02)

09LA 001 DOENNN 14236 001 DOENNN 15LB 001 DOENNN 16LB 001 DOENNN 11

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date APRIL 1 2002

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Block Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	17	Veh	POLICY NUMBER
SC	129	Ter	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE MAR 29 2002		TO APR 14 2002	

Named Insured and Address	
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DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *	WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles One Way	Days Per Week
17	95	CHEV	1500	PICKUP 4X2	2000	1GCEC14H6SZ175239	7	P	

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 17 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.		VEH 17 6-MONTH		VEH		VEH		VEH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		63.98						
PROPERTY DAMAGE	EA ACC \$ 50,000		55.67						
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	12.41						
PART D - PHYSICAL DAMAGE COVERAGE									
TOWING AND LABOR			4.00						
VEHICLE TOTAL PREMIUM			136.06						
-----ADJUSTMENT REASON-----									
CHANGE IN OPERATOR STATUS OP 01		ADDED VEH 17							
REVISED 6 MONTH PREMIUM...		\$	942.50	6 MONTH INCREASE...		\$	136.06		
PRORATED INCREASE...		\$	12.66						

SC UM ASSESSMENT	\$ 1.00
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ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date APRIL 1 2002

Bradford W. Rich
Secretary

Henry Viscellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

3800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
 AMENDED DECLARATIONS
 (ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE MAR 29 2002 TO APR 14 2002			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Plasure

This policy provides ONLY those coverages for which a premium is shown below.		VEH		VEH		VEH		VEH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								
VEH 14	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, TOWING AND LABOR, PERSONAL INJURY PROTECTION								
VEH 15	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, PERSONAL INJURY PROTECTION								
VEH 16	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION								
VEH 17	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
 on this date APRIL 1, 2002

Bradford W. Rich
 Bradford W. Rich
 Secretary

Henry Viccellio Jr.
 Henry Viccellio Jr.
 President

Defendant's Exhibit 5



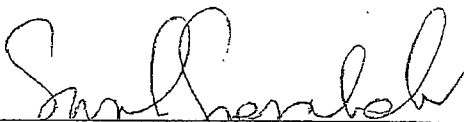
STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION - CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON APRIL 14, 2002 TO OCTOBER 14, 2002, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 15th DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON XT PAGE MAIL MCH-M-I
RENEWAL OF

State	09 14 15 16	Veh	POLICY NUMBER
SC	129129129129	Terr	00955 52 18C 7102 8
POLICY PERIOD: (12:01 A.M. standard time)			
EFFECTIVE APR 14 2002 TO OCT 14 2002			

Named Insured and Address

DOUGLAS EARL STILTNER

OPERATORS
01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5 P	
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9 P	
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	11 W	07 5
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5 W	07 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC

VEH 15 EASLEY SC

VEH 14 EASLEY SC

VEH 16 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.

VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 15 6-MONTH		VEH 16 6-MONTH	
D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
	58.16		43.03		61.79		61.79
	50.61		36.55		53.98		53.98
D 200	11.28	D 200	23.07	D 200	11.28	D 200	11.28
		D 500	30.06	D 500	59.61		
		D 500	67.64	D 500	116.63		
	4.00				4.00		
	124.05		200.35		307.29		127.05

6 MONTH PREMIUM \$ 758.74

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 04-14-02 - A400SC(01)

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04)

INFORMATION FORMS (NOT PART OF POLICY) - AASER 260(02) F400(01) 999SCCIC(02) 39923(01)

091A 00 000000 014236 00 001111 0151B 00 000000 0161B 00 000000 01

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MARCH 11, 2002

Bradford W. Rich
SecretaryHenry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2002 TO OCT 14 2002			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=farm; P=Pleasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES	LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
SC UM ASSESSMENT	\$ 4.00								
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									
VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MARCH 11, 2002

Bradford W. Rich
Bradford W. Rich
Secretary

Henry V. Vercillo Jr.
Henry Vercillo Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON EXT PAGE MAIL MCH-M-I
AMENDMENT TO

State	09	14	15	16	Veh	POLICY NUMBER	
SC	129	129	129	129	Terr	00955 52 18C 7102 8	
POLICY PERIOD:						(12:01 A.M. standard time)	
EFFECTIVE APR 14 2002 TO OCT 14 2002							

Named Insured and Address

DOUGLAS EARL STILTNER

OPERATORS

01 DOUGLAS EARL STILTNER

03 CHRISTINE RENE STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE - SYM	WORK/SCHOOL Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5 P		
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1EMY141Y073747	9 P		
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	11 W	07	5
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5 W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C-Work/School; B-Business; F-Farm; P-Pleasure

VEH 09 EASLEY SC

VEH 15 EASLEY SC

VEH 14 EASLEY SC

VEH 16 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.			VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 15 6-MONTH		VEH 16 6-MONTH	
COVERAGES	LIMITS OF LIABILITY		D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)			AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY										
BODILY INJURY	EA PER \$	100,000								
	EA ACC \$	300,000		58.16		43.03		61.79		61.79
PROPERTY DAMAGE	EA ACC \$	50,000		50.61		36.55		53.98		53.98
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER \$	25,000								
	EA ACC \$	50,000								
PROPERTY DAMAGE	EA ACC \$	25,000	D 200	11.28	D 200	23.07	D 200	11.28	D 200	11.28
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS	ACV LESS				D 500	30.06	D 500	59.61		
COLLISION LOSS	ACV LESS				D 500	67.64	D 500	116.63		
TOWING AND LABOR				4.00				4.00		
VEHICLE TOTAL PREMIUM				124.05		200.35		307.29		127.05
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)										

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 04-14-02 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) A400SC(01) *** AASER
260(02) F400(01) 999SCCIC(02) 39923(01)

09LA 00 POLNNN 14236 00 POLNNN 15LB 00 POLNNN 16LB 00 POLNNN

A WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date APRIL 1, 2002Bradford W. Rich
SecretaryHenry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	17	Veh	POLICY NUMBER
SC	129	Ter	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2002		TO OCT 14 2002	

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DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *	WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles One Way	Days Per Week
17	95	CHEV	1500	PICKUP 4X2	2000	1GCEC14H6SZ175239	7	P	

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 17 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.		VEH 17 6-MONTH		VEH		VEH		VEH	
COVERAGES	LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		58.16						
PROPERTY DAMAGE	EA ACC \$ 50,000		50.61						
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	11.28						
PART D - PHYSICAL DAMAGE COVERAGE									
TOWING AND LABOR			4.00						
VEHICLE TOTAL PREMIUM			124.05						
-----ADJUSTMENT REASON-----									
CHANGE IN OPERATOR STATUS OP 01 ADDED VEH 17									
REVISED 6 MONTH PREMIUM....\$			882.79	6 MONTH INCREASE...\$			124.05		
SC UM ASSESSMENT		\$ 1.00							

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

[illegible]

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date APRIL 1 2002

Bradford W. Rich
Secretary

Henry Viccaglio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Yeh		POLICY NUMBER
SC		Test		00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE APR 14 2002		TO OCT 14 2002		

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES

LIMITS OF LIABILITY

("ACV" MEANS ACTUAL CASH VALUE)

VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM
	AMOUNT	\$		AMOUNT	\$		AMOUNT	\$		AMOUNT	\$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:											
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION											
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION											
VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION											
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION											
VEH 17 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION											

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date APRIL 1, 2002

Bradford W. Rich
Bradford W. Rich
Secretary

Henry Viccellio Jr.
Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288
SOUTH CAROLINA AUTO POLICY
AMENDED DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON 1 T PAGE MAIL MCH-M-I
AMENDMENT TO

PAGE 3

State	09 14 15 16	Veh	POLICY NUMBER
SC	129129129129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE AUG 08 2002		TO OCT 14 2002	

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P		
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	11	W	07	5
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/L=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC

VEH 15 EASLEY SC

VEH 14 EASLEY SC

VEH 16 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.				VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 15 6-MONTH		VEH 16 6-MONTH	
COVERAGES LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)				D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY											
BODILY INJURY	EA PER \$	100,000									
	EA ACC \$	300,000			58.16		43.03		61.79		61.79
PROPERTY DAMAGE	EA ACC \$	50,000			50.61		36.55		53.98		53.98
PART C - UNINSURED MOTORISTS											
BODILY INJURY	EA PER \$	25,000									
	EA ACC \$	50,000									
PROPERTY DAMAGE	EA ACC \$	25,000		D 200	11.28	D 200	23.07	D 200	11.28	D 200	11.28
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV LESS					D 500	30.06	D 500	59.61		
COLLISION LOSS	ACV LESS					D 500	67.64	D 500	116.63		
TOWING AND LABOR					4.00				4.00		
VEHICLE TOTAL PREMIUM					124.05		200.35		307.29		127.05
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)											

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 08-08-02 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) A400SC(01) *** AASER
F400(01) 999SCCIC(02) 39923(01)

091A 00 00NNN 14236 00 00NNN 151B 00 00NNN 161B 00 00NNN

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date AUGUST 7, 2002

Bradford W. Rich
Bradford W. Rich
Secretary

Henry Viccellio Jr.
Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	17	Veh	POLICY NUMBER
SC	129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE AUG 08 2002 TO OCT 14 2002			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)						VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles Drv Wk	Days Per Week
17	95	CHEV	1500	PICKUP 4X2	2000	1GCEC14H6SZ175239	7 P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 17 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.				VEH 17 6-MONTH		VEH		VEH		VEH	
COVERAGES		LIMITS OF LIABILITY		D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)				AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY											
BODILY INJURY		EA PER \$	100,000								
		EA ACC \$	300,000		58.16						
PROPERTY DAMAGE		EA ACC \$	50,000		50.61						
PART C - UNINSURED MOTORISTS											
BODILY INJURY		EA PER \$	25,000								
		EA ACC \$	50,000								
PROPERTY DAMAGE		EA ACC \$	25,000	CD 200	11.28						
PART D - PHYSICAL DAMAGE COVERAGE											
TOWING AND LABOR					4.00						
LEARNERS PERMIT OP 05											
VEHICLE TOTAL PREMIUM					124.05						
-----ADJUSTMENT REASON-----											
ADDED OPERATOR 05											
6 MONTH PREMIUM...		\$ 882.79	6 MONTH INCREASE...	\$00.00							
PRORATED INCREASE...		\$00.00									

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

17	LA	00	DO	NNN	1														
----	----	----	----	-----	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date AUGUST 7, 2002

 Bradford W. Rich
 Secretary

 Henry Viccellio Jr.
 President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh		POLICY NUMBER
SC		Yerr		00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE AUG 08 2002		TO OCT 14 2002		

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)

VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM	VEH	D=DED	PREMIUM
	AMOUNT	\$		AMOUNT	\$		AMOUNT	\$		AMOUNT	\$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:											
VEH 09											
- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION											
VEH 14											
- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION											
VEH 15											
- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION											
VEH 16											
- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION											
VEH 17											
- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION											

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date AUGUST 7, 2002

Bradford W. Rich
SecretaryHenry Viscello Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON 1. PAGE MAIL MCH-M-I
AMENDMENT TO

State	09 14 15 16	Veh	POLICY NUMBER
SC	129129129129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE AUG 31 2002 TO OCT 14 2002			

Named Insured and Address

DOUGLAS EARL STILTNER

OPERATORS

01 DOUGLAS EARL STILTNER

03 CHRISTINE RENE STILTNER

05 NIKOLE R BOLEN

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WDRK/SCHOOL
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5 P	
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9 P	
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	11 W	05 5
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5 W	06 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC

VEH 15 EASLEY SC

VEH 14 EASLEY SC

VEH 16 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.			VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 15 6-MONTH		VEH 16 6-MONTH	
COVERAGES	LIMITS OF LIABILITY		D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)			AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY										
BODILY INJURY	EA PER \$	100,000								
	EA ACC \$	300,000		58.16		43.03		61.79		107.48
PROPERTY DAMAGE	EA ACC \$	50,000		50.61		36.55		53.98		96.44
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER \$	25,000								
	EA ACC \$	50,000								
PROPERTY DAMAGE	EA ACC \$	25,000	D 200	11.28	D 200	23.07	D 200	11.28	D 200	11.28
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS	ACV LESS				D 500	30.06	D 500	59.61		
COLLISION LOSS	ACV LESS				D 500	67.64	D 500	116.63		
TOWING AND LABOR				4.00				4.00		
VEHICLE TOTAL PREMIUM				124.05		200.35		307.29		215.20
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)										

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 08-31-02 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) A400SC(01) *** AASER

F400(01) 999SCCIC(02) 39923(01)

091A 001 00NNN 114236 001 0011N 1151B 001 00NNN 1164D 011 00NNN 11

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 5, 2002Bradford W. Rich
SecretaryHenry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Block Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	17	Veh	POLICY NUMBER
SC	129	Year	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE AUG 31 2002		TO OCT 14 2002	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)								VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER		SYM		Miles One Way	Days Per Week
17	95	CHEV	1500	PICKUP 4X2	10000	1GCEC14H6SZ175239		7	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 17 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.		VEH 17 6-MONTH		VEH		VEH		VEH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		61.79						
PROPERTY DAMAGE	EA ACC \$ 50,000		53.98						
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	11.28						
PART D - PHYSICAL DAMAGE COVERAGE									
TOWING AND LABOR			4.00						
MERIT RATING PLAN: \$ 38.82									
LOSS OF SAFE DRIVER DISCOUNT INCLUDED IN THE TOTAL PREMIUM									
DUE TO ACCIDENT(S), CONVICTION(S) AND/OR PRINCIPAL									
OPERATOR(S) LICENSED LESS THAN 1 YEAR. FURTHER EXPLANATION									
AVAILABLE UPON REQUEST.									
VEHICLE TOTAL PREMIUM			131.05						

-----ADJUSTMENT REASON-----	
CHANGE IN OPERATOR DATA OP 05	CHANGE IN OPERATOR STATUS OP 01 05
CHANGE IN DRIVERS LICENSE TYPE OP 05	CHANGE IN USAGE VEH 15 16 17
CHANGE IN ANNUAL MILEAGE VEH 17	

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

[illegible]

in WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 5, 2002

on this date **SEPTEMBER 5, 2002**

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
 AMENDED DECLARATIONS
 (ATTACH TO PREVIOUS POLICY)

State		Veh		POLICY NUMBER
SC		Terr		00955 52 18C 7102 8
POLICY PERIOD: (12:01 A.M. standard time)				
EFFECTIVE AUG 31 2002 TO OCT 14 2002				

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C-Work/School; B-Business; F-Farm; P-Pleasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES LIMITS OF LIABILITY
 ("ACV" MEANS ACTUAL CASH VALUE)

VEH	VEH	VEH	VEH
D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
REVISIED 6 MONTH PREMIUM...	\$ 977.94	6 MONTH INCREASE...	\$ 95.15
PRORATED INCREASE...	\$ 22.84		

THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:

- VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION
- VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION
- VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION
- VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION
- VEH 17 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date SEPTEMBER 5, 2002

Bradford W. Rich
 Secretary

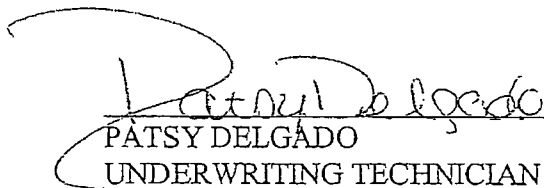
Henry Viccellio Jr.
 President

Defendant's Exhibit 6



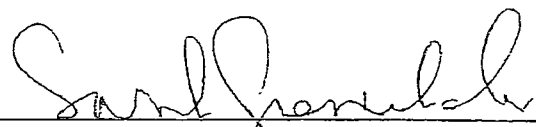
STATE OF TEXAS

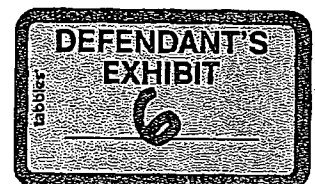
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION – CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON OCTOBER 14, 2002 TO APRIL 14, 2003, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 28th DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288
SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADDL INFO (NEXT PAGE MAIL MCH-M-I)
RENEWAL OF

PAGE 3

State	09	14	15	16	Veh	POLICY NUMBER
SC	129	129	129	129	Ter	00955 52 18C 7102 8
POLICY PERIOD:						(12:01 A.M. standard time)
EFFECTIVE OCT 14 2002 TO APR 14 2003						

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)						VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P	
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P	
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	10	W	05 5
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5	W	06 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC
VEH 14 EASLEY SC

VEH 15 EASLEY SC
VEH 16 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.			VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 15 6-MONTH		VEH 16 6-MONTH	
COVERAGES	LIMITS OF LIABILITY	(ACV MEANS ACTUAL CASH VALUE)	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY										
BODILY INJURY	EA PER \$	100,000								
	EA ACC \$	300,000		58.16		43.03		61.79		107.48
PROPERTY DAMAGE	EA ACC \$	50,000		50.61		36.55		53.98		96.44
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER \$	25,000								
	EA ACC \$	50,000								
PROPERTY DAMAGE	EA ACC \$	25,000	D 200	11.28	D 200	23.07	D 200	11.28	D 200	11.28
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS	ACV LESS				D 500	30.06	D 500	55.09		
COLLISION LOSS	ACV LESS				D 500	67.64	D 500	111.45		
TOWING AND LABOR				4.00				4.00		
VEHICLE TOTAL PREMIUM				124.05		200.35		297.59		215.20
TOTAL PREMIUM -			SEE FOLLOWING PAGE(S)							

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV
VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 10-14-02 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) A400SC(01)
INFORMATION FORMS (NOT PART OF POLICY) - AASER 260(02) 999SCCIC(02) 39923(01)
41SC(14)

09LA 00 00CENN 14236 00 0011N 15LB 00 00CENN 164D 01 0011N 11

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date SEPTEMBER 9, 2002

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State	17	Veh		POLICY NUMBER
SC	129	Terr		00955 52 18C 7102 8
POLICY PERIOD: (12:01 A.M. standard time) EFFECTIVE OCT 14 2002 TO APR 14 2003				

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
							SYM	Miles One Way Days Per Week
17	95	CHEV	1500	PICKUP 4X2	10000	1GCEC14H6SZ175239	7 W	07 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 17 EASLEY SC

This policy provides ONLY those coverages for which a premium is shown below.		VEH 17 6-MONTH		VEH		VEH		VEH	
COVERAGES	LIMITS OF LIABILITY	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
("ACV" MEANS ACTUAL CASH VALUE)		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		61.79						
PROPERTY DAMAGE	EA ACC \$ 50,000		53.98						
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	11.28						
PART D - PHYSICAL DAMAGE COVERAGE									
TOWING AND LABOR			4.00						
MERIT RATING PLAN: \$ 38.82									
LOSS OF SAFE DRIVER DISCOUNT INCLUDED IN THE TOTAL PREMIUM									
DUE TO ACCIDENT(S), CONVICTION(S) AND/OR PRINCIPAL									
OPERATOR(S) LICENSED LESS THAN 1 YEAR. FURTHER EXPLANATION									
AVAILABLE UPON REQUEST.									
VEHICLE TOTAL PREMIUM			131.05						

6 MONTH PREMIUM \$ 968.24

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 9, 2002

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 2002 TO APR 14 2003			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE *	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Plasure

This policy provides ONLY those coverages for which a premium is shown below.

COVERAGES LIMITS OF LIABILITY
("ACV" MEANS ACTUAL CASH VALUE)

THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:

VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION

VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION

VEH 17 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date SEPTEMBER 9, 2002

Bradford W. Rich
Bradford W. Rich
Secretary

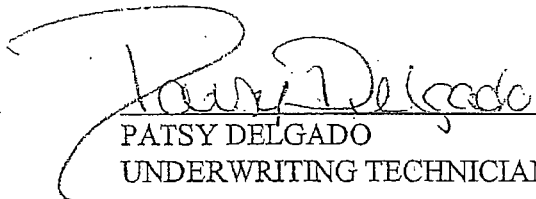
Henry Viccellio Jr.
Henry Viccellio Jr.
President

Defendant's Exhibit 7



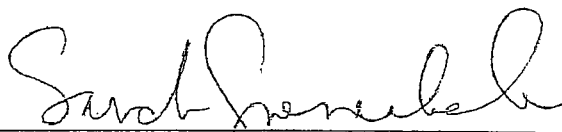
STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION - CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON APRIL 14, 2003 TO OCTOBER 14, 2003, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 2nd DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





RENEWAL OF

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Named Insured and Address

DOUGLAS EARL STILTNER

on this date MARCH 10, 2003

Henry Vicallic Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

Named Insured and Address	
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DOUGLAS EARL STILTNER

State	17	Veh	POLICY NUMBER
SC	129	Trt	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2003		TO OCT 14 2003	

Description of Vehicle(s)								VEH USE *		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days per Week	
17	95	CHEV	1500	PICKUP 4X2	10000	1GCEC14H6SZ175239	7	W	07	5	

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/T=Work/School; B=Business; F=Farm; P=Pleasure

VEH 17 EASLEY SC :

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH 17 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY										
BODILY INJURY	EA PER	\$ 100,000								
	EA ACC	\$ 300,000		73.96						
PROPERTY DAMAGE	EA ACC	\$ 50,000		48.45						
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER	\$ 25,000								
	EA ACC	\$ 50,000								
PROPERTY DAMAGE	EA ACC	\$ 25,000	D 200	11.86						
PART D - PHYSICAL DAMAGE COVERAGE										
TOWING AND LABOR				6.00						
ACCRUED LONGEVITY CREDIT 40% OP #01.										
VEHICLE TOTAL PREMIUM				140.27						
6 MONTH PREMIUM \$ 1153.99										
SC UM ASSESSMENT \$ 5.00										

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

0100000

[illegible]

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas.

on this date MARCH 10, 2003

Bradford W. Rich
Secretary

Henry Viscellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Pol		POLICY NUMBER
SC		Terr		00955 52 18C 7102 8
POLICY PERIOD: (12:01 A.M. standard time)				
EFFECTIVE APR 14 2003 TO OCT 14 2003				

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE#	WDRK/SCHDOL
							SYM	Miles Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W/C=Work/School; B=Business; F=Farm; P=Plasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES (“ACV” MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									
VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									
VEH 17 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date MARCH 10, 2003

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President

USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas. 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

Named Insured and Address	Policy No.	Amount	Beneficiary
...	...	...	...

DOUGLAS EARL STILTNER

ADDL INFO C. NEXT PAGE MAIL MCH-M-I
AMENDMENT TO

PAGE 3

State	09 14 15 16	Veh	POLICY NUMBER
SC 129 129 129 129	Ter	00955 52 18C 7102 8	
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2003		TO OCT 14 2003	

OPERATORS
01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Description of Vehicle(s)							VEH USE*	WORK/SEN01	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	2000	BS23H3B261264	5	P	
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P	
15	02	JEEP	GRAN CHER LA	UTL 4X2 4D	12000	1J4GX48S42C135081	10	W	05 5
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5	W	06 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC

VEH 15 EASLEY SC

VEH 14 EASLEY SC

VEH 16. EASLEY, SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY	VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 15 6-MONTH		VEH 16 6-MONTH	
("ACV" MEANS ACTUAL CASH VALUE)			D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY										
BODILY INJURY	EA PER	\$ 100,000								
	EA ACC	\$ 300,000		81.50		53.53		73.96		187.06
PROPERTY DAMAGE	EA ACC	\$ 50,000		53.44		34.91		48.45		123.35
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER	\$ 25,000								
	EA ACC	\$ 50,000								
PROPERTY DAMAGE	EA ACC	\$ 25,000	D 200	11.86	D 200	24.21	D 200	11.86	D 200	11.86
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS	ACV LESS				D 500	31.49	D 500	49.71		
COLLISION LOSS	ACV LESS				D 500	80.76	D 500	104.97		
TOWING AND LABOR				6.00				6.00		
VEHICLE TOTAL PREMIUM				152.80		224.90		294.95		322.27
TOTAL PREMIUM -			SEE FOLLOWING PAGE(S)							

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 15 CHASE MANHATTAN BANK, PHOENIX AZ

ENDORSEMENTS: ADDED 04-14-03 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) A400SC(02) *** AASER
663SCCIC(03) 32952(01) 39926(02) 39923(01) 39938(01)

2A	0100000
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0920116900000	N	1492360000000	N	1520122900000	N	1634752900200	N
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date APRIL 28, 2003

on this date APRIL 28, 2003

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	17	Veh	POLICY NUMBER
SC	129	Ter	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2003 TO OCT 14 2003			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE	WORK/SCHOOL
							SYM	Miles One Way Days Per Week
17	95	CHEV	1500	PICKUP 4X2	10000	1GCEC14H6SZ175239	7 W	07 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/L-Work/School; B-Business; F-Farm; P-Pleasure

VEH 17 EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY		VEH	6-MONTH	VEH	VEH	VEH	
("ACV" MEANS ACTUAL CASH VALUE)		D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
		AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		73.96						
PROPERTY DAMAGE	EA ACC \$ 50,000		48.45						
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	11.86						
PART D - PHYSICAL DAMAGE COVERAGE									
TOWING AND LABOR			6.00						
VEHICLE TOTAL PREMIUM			140.27						
-----ADJUSTMENT REASON-----									
CHANGE IN OPERATOR DATA OP 05									
REVISED 6 MONTH PREMIUM...		\$ 1135.19		6 MONTH DECREASE...		\$ 18.80			
ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)									

0100000

1720122900000111N

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date APRIL 28, 2003

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2003		TO OCT 14 2003	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES

LIMITS OF LIABILITY

("ACV" MEANS ACTUAL CASH VALUE)

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THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:

VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION

VEH 15 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION

VEH 17 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date APRIL 28, 2003

Bradford W. Rich
Bradford W. Rich
Secretary

Henry Viccaglio Jr.
Henry Viccaglio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO C: NEXT PAGE MAIL MOH-M-I

AMENDMENT TO

PAGE 3

State	09	14	16	17	VEH	POLICY NUMBER
SC	129	129	129	129	129	00955 52 18C 7102 8
POLICY PERIOD: (12:01 A.M. standard time)						
EFFECTIVE MAY 14 2003 TO OCT 14 2003						

OPERATORS
01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL
							SYM	Miles Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5 P	
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9 P	
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5 W	07 5
17	95	CHEV	1500	PICKUP 4X2	10000	1GCEC14H6SZ175239	7 W	07 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C-Work/School; B-Business; F-Farm; P-Pleasure

VEH 09 EASLEY SC
VEH 14 EASLEY SC
VEH 16 EASLEY SC
VEH 17 EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES	LIMITS OF LIABILITY	VEH 09	VEH 14	VEH 16	VEH 17
	("ACV" MEANS ACTUAL CASH VALUE)	6-MONTH	6-MONTH	6-MONTH	6-MONTH
		D=DED	D=DED	D=DED	D=DED
		AMOUNT	AMOUNT	AMOUNT	AMOUNT
PART A - LIABILITY					
BODILY INJURY	EA PER \$ 100,000				
	EA ACC \$ 300,000	81.50	53.53	187.06	73.96
PROPERTY DAMAGE	EA ACC \$ 50,000	53.44	34.91	123.35	48.45
PART C - UNINSURED MOTORISTS					
BODILY INJURY	EA PER \$ 25,000				
	EA ACC \$ 50,000				
PROPERTY DAMAGE	EA ACC \$ 25,000	11.86	24.21	11.86	11.86
PART D - PHYSICAL DAMAGE COVERAGE					
COMPREHENSIVE LOSS	ACV LESS		31.49		
COLLISION LOSS	ACV LESS		80.76		
TOWING AND LABOR		6.00		6.00	6.00
VEHICLE TOTAL PREMIUM		152.80	224.90	328.27	140.27
TOTAL PREMIUM	SEE FOLLOWING PAGE(S)				

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

ENDORSEMENTS: ADDED 05-14-03 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) A400SC(02) *** AASER
663SCCIC(03) 32952(01) 39926(02) 39923(01) 39938(01)

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09201169p00p0111N114923600p00p0111N116B47529p02p0111N117201229p00p0111N11

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MAY 13 2003

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



(A Stock Insurance Company)

(ATTACH TO PREVIOUS POLICY)

State	18				Web	POLICY NUMBER	
SC	129				Ter	00955 52 18C 7102 8	
POLICY PERIOD:		(12:01 A.M. standard time)					
EFFECTIVE MAY 14 2003		TO OCT 14 2003					

Named Insured and Address	Policy Number	Policy Description	Policy Status
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
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[Redacted]			

DOUGLAS EARL STILTNER

Description of Vehicle(s)							VEH USE *	WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles One Way	Days Per Week
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12 W	05	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Plasure

VEH 18 EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	VEH 18 6-MONTH		VEH		VEH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY								
BODILY INJURY EA PER \$ 100,000								
EA ACC \$ 300,000		73.96						
PROPERTY DAMAGE EA ACC \$ 50,000		48.45						
PART C - UNINSURED MOTORISTS								
BODILY INJURY EA PER \$ 25,000								
EA ACC \$ 50,000								
PROPERTY DAMAGE EA ACC \$ 25,000	D 200	11.86						
PART D - PHYSICAL DAMAGE COVERAGE								
COMPREHENSIVE LOSS ACV LESS	D 500	55.42						
COLLISION LOSS ACV LESS	D 500	115.46						
VEHICLE TOTAL PREMIUM		305.15						

-ADJUSTMENT REASON

PART D - TOWING AND LABOR ADDED VEH	16	CHANGE IN OPERATOR DATA OP	05	
SUBSTITUTION OF VEH		CHANGE IN USAGE VEH	16	
CORRECTION IN LOCATION VEH	09	CHANGE IN ANNUAL MILEAGE		VEH 09

REVISED 6 MONTH PREMIUM...	\$ 1151.39	6 MONTH INCREASE...	\$ 16.20
PRORATED INCREASE...	\$ 13.54		

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, HUDSON OH

01000000

[illegible]

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date MAY 13, 2003

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Terr	00955 52 18C 7102 8
POLICY PERIOD: (12:01 A.M. standard time)			
EFFECTIVE MAY 14 2003 TO OCT 14 2003			

Named Insured and Address

DOUGLAS EART. STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE#	WORK/SCHOOL
							SYM	Miles One Way
								Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Plasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES	LIMITS OF LIABILITY	VEH	VEH	VEH	VEH
("ACV" MEANS ACTUAL CASH VALUE)		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:					
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION					
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION					
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION					
VEH 17 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION					
VEH 18 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION					

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MAY 13, 2003

Bradford W. Rich
Secretary

Henry Viscellio Jr.
President

Defendant's Exhibit 8



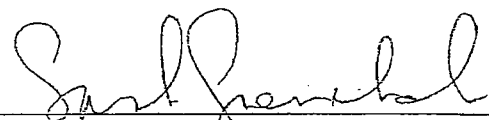
STATE OF TEXAS

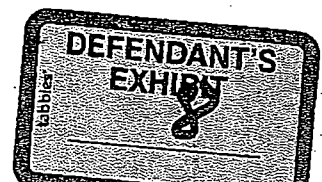
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION - CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON OCTOBER 14, 2003 TO APRIL 14, 2004, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 23rd DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO (NEXT PAGE MAIL MCH-M-I)
RENEWAL OF

PAGE 4

Named Insured and Address

DOUGLAS EARL STILTNER

State	09 14 16 17	Veh	POLICY NUMBER
SC	129129129129	Ter	00955 52 18C 7102 8

POLICY PERIOD:	(12:01 A.M. standard time)
EFFECTIVE	OCT 14 2003 TO APR 14 2004

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL
							SYM	Miles One Way Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5 P	
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9 P	
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5 W	07 5
17	95	CHEV	1500	PICKUP 4X2	10000	1GCEC14H6SZ175239	7 W	07 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C-Work/School; B-Business; F-Farm; P-Pleasure

VEH 09 EASLEY SC VEH 16 EASLEY SC
VEH 14 EASLEY SC VEH 17 EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY		VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 16 6-MONTH		VEH 17 6-MONTH	
("ACV" MEANS ACTUAL CASH VALUE)				D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY											
BODILY INJURY	EA PER	\$	100,000								
	EA ACC	\$	300,000		81.50		53.53		187.06		73.96
PROPERTY DAMAGE	EA ACC	\$	50,000		53.44		34.91		123.35		48.45
PART C - UNINSURED MOTORISTS											
BODILY INJURY	EA PER	\$	25,000								
	EA ACC	\$	50,000								
PROPERTY DAMAGE	EA ACC	\$	25,000	D 200	11.86	D 200	24.21	D 200	11.86	D 200	11.86
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV LESS					D 500	31.49				
COLLISION LOSS	ACV LESS					D 500	80.76				
TOWING AND LABOR					6.00				6.00		6.00
VEHICLE TOTAL PREMIUM					152.80		224.90		328.27		140.27
TOTAL PREMIUM -				SEE FOLLOWING PAGE(S)							

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

ENDORSEMENTS: ADDED 10-14-03 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) A400SC(02)

INFORMATION FORMS (NOT PART OF POLICY) - AASER 260(02) 663SCCIC(03) 39923(01)

41SC(15)

ZA 0100000

0100000

0100000

092011690000	014923600000	016347529000	017201229000
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas.

on this date SEPTEMBER 8, 2003

Bradford W. Rich
Bradford W. Rich
Secretary

Henry Viccellio Jr.
Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	18	Vol	POLICY NUMBER
SC	129	Ten	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 2003		TO APR 14 2004	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	W	Miles Drv Wk	Days Per Week
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12	W	05	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	VEH 18 6-MONTH		VEH		VEH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY								
BODILY INJURY EA PER \$ 100,000								
EA ACC \$ 300,000		73.96						
PROPERTY DAMAGE EA ACC \$ 50,000		48.45						
PART C - UNINSURED MOTORISTS								
BODILY INJURY EA PER \$ 25,000								
EA ACC \$ 50,000								
PROPERTY DAMAGE EA ACC \$ 25,000	D 200	11.86						
PART D - PHYSICAL DAMAGE COVERAGE								
COMPREHENSIVE LOSS ACV LESS	D 500	55.42						
COLLISION LOSS ACV LESS	D 500	115.46						
ACCRUED LONGEVITY CREDIT 40% OP #01.								
VEHICLE TOTAL PREMIUM		305.15						
6 MONTH PREMIUM \$ 1151.39								
ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)								

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, HUDSON OH

0100000

U820122900000

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 8, 2003

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 2003 TO APR 14 2004			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL Miles One Way	DEVS Per Week
							SYM		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Plasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES	LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								
VEH 14	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, TOWING AND LABOR, PERSONAL INJURY PROTECTION								
VEH 16	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								
VEH 17	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								
VEH 18	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS; TOWING AND LABOR, PERSONAL INJURY PROTECTION								

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date

SEPTEMBER 8, 2003

Bradford W. Rich
Bradford W. Rich
Secretary

Henry Viccellio Jr.
Henry Viccellio Jr.
President

Defendant's Exhibit 9



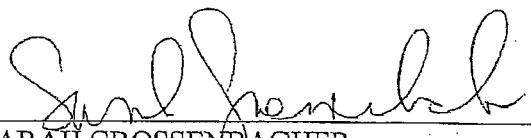
STATE OF TEXAS

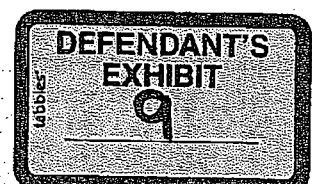
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION – CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON APRIL 14, 2004 TO OCTOBER 14, 2004, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 26th DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

[illegible]

DOUGLAS EARL STILTNER

State	09 14 16 17	Web	POLICY NUMBER
SC 129 129 129 129	Ter	00955 52 18C 7102 8	
POLICY PERIOD: (12:01 A.M. standard time)			
EFFECTIVE APR 14 2004 TO OCT 14 2004			

OPERATORS
01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Description of Vehicle(s)							VEH	USE	WORI/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles Dne Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5	P		
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5	W	07	5
17	95	CHEV	1500	PICKUP 4X2	10000	1GCEC14H6SZ175239	7	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C-Work/School; B-Business; F-Farm; P-Pleasure

VEH 09	EASLEY SC	VEH 16	EASLEY SC
VEH 14	EASLEY SC	VEH 17	EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)		VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 16 6-MONTH		VEH 17 6-MONTH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		67.51		61.21		249.29		85.25
PROPERTY DAMAGE	EA ACC \$ 50,000		44.17		40.00		164.57		55.92
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	15.82	D 200	31.63	D 200	15.82	D 200	15.82
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS			D 500	26.85				
COLLISION LOSS	ACV LESS			D 500	86.72				
TOWING AND LABOR			6.00				6.00		6.00
VEHICLE TOTAL PREMIUM			133.50		246.41		435.68		162.99
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)									

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

ENDORSEMENTS: ADDED 04-14-04 - A043(04)

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100SC(04) A400SC(02)

INFORMATION FORMS (NOT PART OF POLICY) - UW149 CRARCW(01) 39923(01)

3A	01000000	01000000	01000000
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0920116900000	N	1492360000000	N	1634722900300	N	1720122900000	N
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date MARCH 9 2004

Bradford W. Rich
Secretary

Henry Vicallo Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	18	Veh	POLICY NUMBER
SC	129	Trf	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2004		TO OCT 14 2004	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)								VEH USE *		WDRK/SCHDOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week	
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12	W	05	5	

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/E=Work/School; B=Business; F=Farm; P=Pleasure

VEH 18 EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY	VEH 18 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY										
BODILY INJURY	EA PER	\$ 100,000								
	EA ACC	\$ 300,000		85.25						
PROPERTY DAMAGE	EA ACC	\$ 50,000		55.92						
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER	\$ 25,000								
	EA ACC	\$ 50,000								
PROPERTY DAMAGE	EA ACC	\$ 25,000	D 200	15.82						
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS	ACV LESS	D 500		54.48						
COLLISION LOSS	ACV LESS	D 500		133.67						
ACCRUED LONGEVITY CREDIT 40% OP #01.										
VEHICLE TOTAL PREMIUM				345.14						
6 MONTH PREMIUM \$ 1323.72										
SC UM ASSESSMENT \$ 5.00										

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, HUDSON OH

0100000

[illegible]

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas.

on this date MARCH 9, 2004

Bradford W. Rich
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh		POLICY NUMBER
SC		Ter		00955 52 18C 7102 8
POLICY PERIOD: (12:01 A.M. standard time)				
EFFECTIVE APR 14 2004 TO OCT 14 2004				

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL Miles One Way	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C-Work/School B-Business F-Farm P-Pleasure

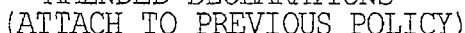
This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH		VEH		VEH		VEH	
	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:										
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION										
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION										
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION										
VEH 17 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION										
VEH 18 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION										

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MARCH 9, 2004

Bradford W. Rich
Bradford W. Rich
Secretary

Henry Viccaglio Jr.
Henry Viccaglio Jr.
President



DOUGLAS EARL STILTNER

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Color	Miles Per Day	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5	P		
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5	W	07	5
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12	W	05	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/Work/School; B=Business; F=Farm; P=Personal

VEH	09	EASLEY	SC
VEH	14	EASLEY	SC

VEH	16	EASLEY	SC
VEH	18	EASLEY	SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)		VEH 09 6-MONTH D=DED AMOUNT PREMIUM	VEH 14 6-MONTH D=DED AMOUNT PREMIUM	VEH 16 6-MONTH D=DED AMOUNT PREMIUM	VEH 18 6-MONTH D=DED AMOUNT PREMIUM
PART A - LIABILITY							
BODILY INJURY	EA PER	\$ 100,000					
	EA ACC	\$ 300,000	67.51	61.21	249.29	85.25	
PROPERTY DAMAGE	EA ACC	\$ 50,000	44.17	40.00	164.57	55.92	
PART C - UNINSURED MOTORISTS							
BODILY INJURY	EA PER	\$ 25,000					
	EA ACC	\$ 50,000					
PROPERTY DAMAGE	EA ACC	\$ 25,000	D 200 15.82	D 200 31.63	D 200 15.82	D 200 15.82	
PART D - PHYSICAL DAMAGE COVERAGE							
COMPREHENSIVE LOSS	ACV LESS		D 500 26.85	D 500 54.48			
COLLISION LOSS	ACV LESS		D 500 86.72	D 500 133.67			
TOWING AND LABOR			6.00		6.00		
VEHICLE TOTAL PREMIUM				133.50	246.41	435.68	345.14
TOTAL PREMIUM -				SEE FOLLOWING PAGE(S)			

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, HUDSON OH

ENDORSEMENTS: ADDED 06-29-04 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY)- A043(04) A400SC(02) 5100SC(04)

3A 0100000

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2) 51.00
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1092011169000000	N	14923600000000	N	1684722900300	N	18201229000000	N
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas.

on this date JUNE 28, 2004

Steven Alan Bennett
Secretary

Henry Viccaglio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	19	Veh	POLICY NUMBER
SC	129	Ter	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE JUN 29 2004		TO OCT 14 2004	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	VEH USE	VEH STATUS	Days per Week
19	04	DODGE	RAM PU 1500	PKP 4X2 2D	10000	1D7HA16D94J245515	13	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH 19 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY										
BODILY INJURY	EA PER	\$ 100,000								
	EA ACC	\$ 300,000		85.25						
PROPERTY DAMAGE	EA ACC	\$ 50,000		55.92						
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER	\$ 25,000								
	EA ACC	\$ 50,000								
PROPERTY DAMAGE	EA ACC	\$ 25,000	D 200	15.82						
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS	ACV LESS		D 500	61.03						
COLLISION LOSS	ACV LESS		D 500	153.35						
VEHICLE TOTAL PREMIUM				371.37						

-----ADJUSTMENT REASON
CHANGE IN MORTGAGEE DATA VEH 19

REVISED 6 MONTH PREMIUM...	\$ 1532.10	6 MONTH INCREASE...	\$ 0.00
PRORATED INCREASE...	\$ 1.00		

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 19 DC SERVICES NA LLC, ROANOKE TX

0100000

1920124900000

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date JUNE 28, 2004.

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh		POLICY NUMBER
SC		Terr		00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE JUN 29 2004 TO OCT 14 2004				

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	SYM	WORK/SCHOOL Miles One Way	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES	LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								
VEH 14	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, TOWING AND LABOR, PERSONAL INJURY PROTECTION								
VEH 16	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								
VEH 18	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, TOWING AND LABOR, PERSONAL INJURY PROTECTION								
VEH 19	- MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, TOWING AND LABOR, PERSONAL INJURY PROTECTION								

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JUNE 28, 2004

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President



201



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	19	Veh	POLICY NUMBER
SC	129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE JUN 26 2004		TO OCT 14 2004	

Named Insured and Address	Policy No.	Effective Date	Expiration Date	Amount	Remarks
...	...	...	...	...	...

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE	SCHOOL	Miles One Way	Days Per Week
19	04	DODGE	RAM PU 1500	PKP 4X2 2D	10000	1D7HA16D94J245515	13	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Plasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)		VEH 19 6-MONTH D=DED AMOUNT PREMIUM \$		VEH D=DED AMOUNT PREMIUM \$		VEH D=DED AMOUNT PREMIUM \$		VEH D=DED AMOUNT PREMIUM \$	
PART A - LIABILITY											
BODILY INJURY	EA PER	\$	100,000								
	EA ACC	\$	300,000		85.25						
PROPERTY DAMAGE	EA ACC	\$	50,000		55.92						
PART C - UNINSURED MOTORISTS											
BODILY INJURY	EA PER	\$	25,000								
	EA ACC	\$	50,000								
PROPERTY DAMAGE	EA ACC	\$	25,000	D 200	15.82						
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV LESS			D 500	61.03						
COLLISION LOSS	ACV LESS			D 500	153.35						
VEHICLE TOTAL PREMIUM					371.37						

ADJUSTMENT REASON			
CHANGE IN OPERATOR STATUS OP 01	ADDED VEH 19	DELETION OF VEH 17 (95 CHEV)	
REVISED 6 MONTH PREMIUM...	\$ 1532.10	6 MONTH INCREASE...	\$ 208.38
PRORATED INCREASE...	\$ 126.26		

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE.

VEH 19 CHRYSLER FINANCIAL CORPORATION, HORSHAM PA

0100000

						WITNESS WHEREOF we have caused this policy to be signed by our President.							
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date JUNE 28, 2004

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh		POLICY NUMBER
SC		Terr		00955 52 18C 7102 8
POLICY PERIOD: (12:01 A.M. standard time)				
EFFECTIVE JUN 26 2004 TO OCT 14 2004				

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL Miles One Way	Days Per Week

The vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Family; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09 -	MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								
VEH 14 -	MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION								
VEH 16 -	MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION								
VEH 18 -	MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION								
VEH 19 -	MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION								

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JUNE 28, 2004.

Staven Alan Bennett
Secretary

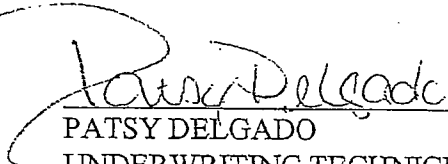
Henry Viccellio Jr.
President

Defendant's Exhibit 10

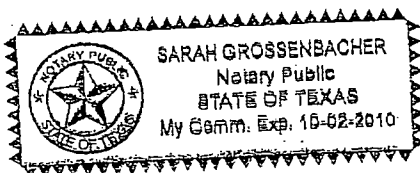


STATE OF TEXAS

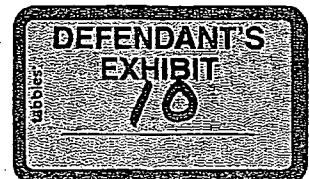
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION - CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON OCTOBER 14, 2004 TO APRIL 14, 2005, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 25 DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

Named Insured and Address	
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DOUGLAS EARL STILTNER

State	09	14	16	18	Veh	POLICY NUMBER			
SC	129	129	129	129	Ter	00955 52 18C 7102 8			

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE OCT 14 2004 TO APR 14 2005

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Miles Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5	P		
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		
16	94	PLYMOUTH	ACCLAIM	SED 4D	7500	3P3AA46K2RT274804	5	W	07	5
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12	W	05	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC

VEH 16 EASLEY SC

VEH 14 EASLEY SC

VEH 18 EASLEY SC

~~this policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.~~

COVERAGES	LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH 09		VEH 14		VEH 16		VEH 18	
		D=DED AMOUNT	6-MONTH PREMIUM \$	D=DED AMOUNT	6-MONTH PREMIUM \$	D=DED AMOUNT	6-MONTH PREMIUM \$	D=DED AMOUNT	6-MONTH PREMIUM \$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		57.91		52.66		168.74		72.68
PROPERTY DAMAGE	EA ACC \$ 50,000		37.81		34.33		111.22		47.60
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	12.11	D 200	24.22	D 200	12.11	D 200	12.11
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS			D 500	26.85			D 500	54.48
COLLISION LOSS	ACV LESS			D 500	74.26			D 500	113.39
TOWING AND LABOR			6.00				6.00		
VEHICLE TOTAL PREMIUM			113.83		212.32		298.07		300.26
TOTAL PREMIUM -		SEE FOLLOWING PAGE(S).							

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, HUDSON OH

ENDORSEMENTS: ADDED 10-14-04 - A142 (01)

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY)- A043(04) A400SC(02) 5100SC(04)

INFORMATION FORMS (NOT PART OF POLICY) - 39923(01)

2A	0100000
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0100000

0920116900000	N	1492360000000	N	1634822900100	N	1820122900000	N
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 8, 2004

on this date SEPTEMBER 8, 2004

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President



(A Stock Insurance Company)

(ATTACH TO PREVIOUS POLICY)

State	19	Veh	POLICY NUMBER
SC	129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 2004		TO APR 14 2005	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	VEN USE	Killer Days Per Week	Days Per Week
19	04	DODGE	RAM PU 1500	PKP 4X2 2D	10000	1D7HA16D94J245515	13	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)		VEH 19 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY											
BODILY INJURY	EA PER	\$	100,000								
	EA ACC	\$	300,000		72.68						
PROPERTY DAMAGE	EA ACC	\$	50,000		47.60						
PART C - UNINSURED MOTORISTS											
BODILY INJURY	EA PER	\$	25,000								
	EA ACC	\$	50,000								
PROPERTY DAMAGE	EA ACC	\$	25,000	D 200	12.11						
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV LESS	D 500			61.03						
COLLISION LOSS	ACV LESS	D 500			129.79						
ACCRUED LONGEVITY CREDIT 40% OP #01.											
VEHICLE TOTAL PREMIUM					323.21						
6 MONTH PREMIUM \$ 1247.69											
ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)											

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 19 DC SERVICES NA LLC, ROANOKE TX

0100000

[illegible]

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date SEPTEMBER 8, 2004

Steven Alan Bennett
Secretary

Henry V. Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Test	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 2004		TO APR 14 2005	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL Miles One Way	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/E=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 18 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									
VEH 19 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date: SEPTEMBER 8, 2004

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President

5000 C



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO C NEXT PAGE MAIL MCH-M-I
AMENDMENT TO

PAGE 3

State 09, 14, 16, 18 Veb POLICY NUMBER
SC 129129129129 Terr 00955 52 18C 7102 8

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE JAN 18 2005 TO APR 14 2005

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE#	WORK/SCHOOL
							SYM	Miles One Way Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5	P
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P
16	94	PLYMOUTH	ACCLAIM	SED 4D	1500	3P3AA46K2RT274804	5	P
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12	W 05 5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W/C-Work/School; B-Business; F-Farm; P-Pleasure

VEH 09 EASLEY SC
VEH 14 EASLEY SC
VEH 16 EASLEY SC
VEH 18 EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES	LIMITS OF LIABILITY	VEH 09 6-MONTH D=DED AMOUNT	VEH 14 6-MONTH D=DED AMOUNT	VEH 16 6-MONTH D=DED AMOUNT	VEH 18 6-MONTH D=DED AMOUNT
("ACV" MEANS ACTUAL CASH VALUE)					
PART A - LIABILITY					
BODILY INJURY	EA PER \$ 100,000				
	EA ACC \$ 300,000	57.91	52.66	57.91	72.68
PROPERTY DAMAGE	EA ACC \$ 50,000	37.81	34.33	37.81	47.60
PART C - UNINSURED MOTORISTS					
BODILY INJURY	EA PER \$ 25,000				
	EA ACC \$ 50,000				
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200 12.11	D 200 24.22	D 200 12.11	D 200 12.11
PART D - PHYSICAL DAMAGE COVERAGE					
COMPREHENSIVE LOSS	ACV LESS		D 500 26.85		D 500 54.48
COLLISION LOSS	ACV LESS		D 500 74.26		D 500 113.39
TOWING AND LABOR		6.00		6.00	
VEHICLE TOTAL PREMIUM		113.83	212.32	113.83	300.26
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)					

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, TIMONIUM MD

ENDORSEMENTS: ADDED 01-18-05 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - A043(04) A400SC(02) 5100SC(04) A142(01)

2A 0100000

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0920116900000111N114236000000111N1162011290000111N1182012290000111N11

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JANUARY 17, 2005

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President

5000 C



(A Stock Insurance Company)

FRIENDS DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State	19	Veh	POLICY NUMBER
SC	129	Yerr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01	A.M. standard time)
EFFECTIVE JAN 18 2005		TO APR 14 2005	

Named Insured and Address	
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DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	Miles Due Way	Days Per Week
19	04	DODGE	RAM PU 1500	PKP 4X2 2D	10000	1D7HA16D94J245515	13	W 07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Bus/Iness; F=farm; P=Pleasure

VEH 19 EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)		VEH 19 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY											
BODILY INJURY	EA PER	\$	100,000								
	EA ACC	\$	300,000		94.85						
PROPERTY DAMAGE	EA ACC	\$	50,000		62.28						
PART C - UNINSURED MOTORISTS											
BODILY INJURY	EA PER	\$	25,000								
	EA ACC	\$	50,000								
PROPERTY DAMAGE	EA ACC	\$	25,000	D 200	12.11						
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV LESS			D 500	79.66						
COLLISION LOSS	ACV LESS			D 500	171.36						
VEHICLE TOTAL PREMIUM					420.26						

ADJUSTMENT REASON			
CHANGE IN OPERATOR DATA OP 05	CHANGE IN OPERATOR STATUS OP 01 05		
REVISED 6 MONTH PREMIUM...	\$ 1160.50	6 MONTH DECREASE...	\$ 87.19
PRORATED DECREASE...	\$ 41.45		

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 19 DC SERVICES NA LLC, ROANOKE TX

0100000

[illegible]

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date JANUARY 17, 2005

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Ter	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE JAN 18 2005 TO APR 14 2005			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL Miles One Way	Days Per Week
							SYM		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; S=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH		VEH		VEH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:										
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION										
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION										
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION										
VEH 18 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION										
VEH 19 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION										

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JANUARY 17, 2005

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President

5000 C

Defendant's Exhibit 11

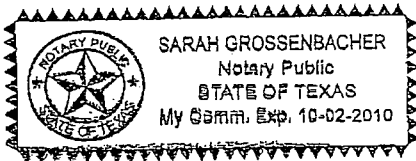


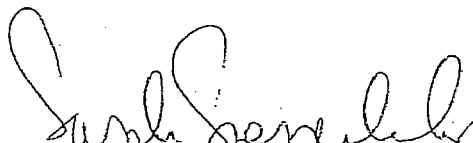
STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION – CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON APRIL 14, 2005 TO OCTOBER 14, 2005, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.


PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 24th DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010

9800 Fredericksburg Road
San Antonio Texas 78288



(ATTACH TO PREVIOUS POLICY)

Named Insured and Address

DOUGLAS EARL STILTNER

ADDL INFO OI EXT PAGE MAIL MCH-M-I
RENEWAL OF

PAGE 3

State	09 14 16 18	Veh	POLICY NUMBER
SC 129 129 129 129	Terr	00955 52 18C 7102 8	
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2005		TO OCT 14 2005	

OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Description of Vehicle(s)							VEH USE*		WORK/SCHOOL	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5	P		
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P		
16	94	PLYMOUTH	ACCLAIM	SED 4D	1500	3P3AA46K2RT274804	5	P		
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12	W	05	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC
VEH 14 EASLEY SC

VEH	16	EASLEY	SC
VEH	18	EASLEY	SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)		VEH 09 6-MONTH		VEH 14 6-MONTH		VEH 16 6-MONTH		VEH 18 6-MONTH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 100,000								
	EA ACC \$ 300,000		57.03		51.99		57.03		71.23
PROPERTY DAMAGE	EA ACC \$ 50,000		38.12		34.85		38.12		47.31
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 25,000								
	EA ACC \$ 50,000								
PROPERTY DAMAGE	EA ACC \$ 25,000	D 200	12.11	D 200	24.22	D 200	12.11	D 200	12.11
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS			D 500	26.73			D 500	53.04
COLLISION LOSS	ACV LESS			D 500	72.80			D 500	111.19
TOWING AND LABOR			6.00				6.00		
VEHICLE TOTAL PREMIUM			113.26		210.59		113.26		294.88
TOTAL PREMIUM -		SEE FOLLOWING PAGE(S)							

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, TIMONIUM MD

ENDORSEMENTS: ADDED 04-14-05 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - A043(04) A400SC(02) A142(01)

5100SC (04)

INFORMATION FORMS (NOT PART OF POLICY) - 39923(01)

[illegible]

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date MARCH 9, 2005.

on this date MARCH 9, 2005

Steven Alan Bennett
Secretary

Henry Viccclio Jr.
President



(A Stock Insurance Company)

(ATTACH TO PREVIOUS POLICY)

State	19	Web	POLICY NUMBER
SC	129	Terr	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE APR 14 2005		TO OCT 14 2005	

Named Insured and Address	
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DOUGLAS EARL STILTNER

Description of Vehicle(s)

Description of Vehicle(s)							VEH USE		WORK/SCHED	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles One Way	Days Per Week
19	04	DODGE	RAM PU 1500	PKP 4X2.2D	10000	1D7HA16D94J245515	13	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. ☐ W/C=Work/School; ☐ B=Business; ☐ F=Family; ☐ P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY	VEH 19 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY										
BODILY INJURY	EA PER	\$ 100,000								
	EA ACC	\$ 300,000		92.54						
PROPERTY DAMAGE	EA ACC	\$ 50,000		61.09						
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER	\$ 25,000								
	EA ACC	\$ 50,000								
PROPERTY DAMAGE	EA ACC	\$ 25,000	D 200	12.11						
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS	ACV LESS		D 500	77.23						
COLLISION LOSS	ACV LESS		D 500	169.56						
ACCRUED LONGEVITY CREDIT										
40% OP #01, 40% OP #03.										
VEHICLE TOTAL PREMIUM				412.53						
6 MONTH PREMIUM \$ 1144.52										
SC UM ASSESSMENT \$10.00										

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 19 DC SERVICES NA LLC, ROANOKE TX

0000010

[illegible]

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date MARCH 9, 2005.

2005

Steven Alan Bennett
Secretary

Henry Viccellio Jr.
President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	SC	Veh	00955 52 18C 7102 8
Terr			
POLICY PERIOD: (12:01 A.M. standard time)			
EFFECTIVE APR 14 2005 TO OCT 14 2005			

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL Miles One Way	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Plenore

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION									
VEH 18 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									
VEH 19 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION									

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date MARCH 9, 2005

Steven Alan Bennett
Steven Alan Bennett
Secretary

Henry Viccellio Jr.
Henry Viccellio Jr.
President





(A Stock Insurance Company)

(ATTACH TO PREVIOUS POLICY)

State	19	Veh	POLICY NUMBER
SC	129	Ter	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE MAY 10, 2005		TO OCT 14, 2005	

Named Insured and Address

DOUGLAS, EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BDDY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	W	Miles One Way	Days Per Week
19	04	DODGE	RAM PU 1500	PKP 4X2 2D	10000	1D7HA16D94J245515	13	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)		VEH 19 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$	VEH D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY											
BODILY INJURY	EA PER	\$	100,000								
	EA ACC	\$	300,000		71.23						
PROPERTY DAMAGE	EA ACC	\$	50,000		47.31						
PART C - UNINSURED MOTORISTS											
BODILY INJURY	EA PER	\$	25,000								
	EA ACC	\$	50,000								
PROPERTY DAMAGE	EA ACC	\$	25,000	D 200	12.11						
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV LESS			D 500	59.43						
COLLISION LOSS	ACV LESS			D 500	129.04						
VEHICLE TOTAL PREMIUM					319.12						

-ADJUSTMENT REASON

CHANGE IN OPERATOR DATA OP 05	CHANGE IN OPERATOR STATUS OP 01 05
-------------------------------	------------------------------------

REVISED 6 MONTH PREMIUM...	\$ 1226.55	6 MONTH INCREASE...	\$ 82.03
PRORATED INCREASE...	\$ 70.36		

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 19 DC SERVICES NA LLC, ROANOKE TX

01000000

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date MAY 10, 2005

MAY 10, 2005

Steven Alan Bennett, Secretary

Joseph H. Wehrle Jr., President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh		POLICY NUMBER
SC		Terr		00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE MAY 10 2005		TO OCT 14 2005		

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL
							SYM	Miles Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH		VEH		VEH		VEH	
	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM	D=DED	PREMIUM
	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:										
VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION										
VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION										
VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION, RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION										
VEH 18 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION										
VEH 19 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT, TOWING AND LABOR, PERSONAL INJURY PROTECTION										

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MAY 10, 2005

Steven Alan Bennett
Steven Alan Bennett, Secretary

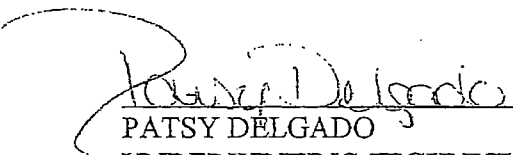
Joseph H. Wehrle Jr.
Joseph H. Wehrle Jr., President

Defendant's Exhibit 12

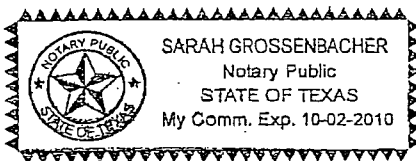


STATE OF TEXAS

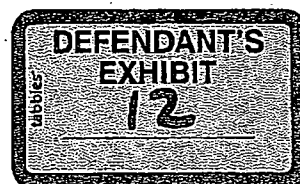
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION – CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON OCTOBER 14, 2005 TO APRIL 14, 2006, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.

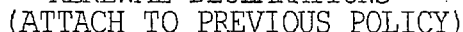

PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 20th DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	USE*	Miles Per Way	SCHOOL	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5	P			
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P			
16	94	PLYMOUTH	ACCLAIM	SED 4D	6000	3P3AA46K2RT274804	5	W	12		5
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12	W	05		5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 EASLEY SC

VEH- 16 EASTLEY SC

VEH	14	EASLEY SC
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VEH 18 EASLEY SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)		VEH 09 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH 14 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH 16 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH 18 D=DED AMOUNT	6-MONTH PREMIUM \$
PART A - LIABILITY											
BODILY INJURY	EA PER	\$	100,000								
	EA ACC	\$	300,000		57.03		51.99		163.55		71.23
PROPERTY DAMAGE	EA ACC	\$	50,000		38.12		34.85		107.04		47.31
PART C - UNINSURED MOTORISTS											
BODILY INJURY	EA PER	\$	25,000								
	EA ACC	\$	50,000								
PROPERTY DAMAGE	EA ACC	\$	25,000	D 200	12.11	D 200	24.22	D 200	12.11	D 200	12.11
PART D - PHYSICAL DAMAGE COVERAGE											
COMPREHENSIVE LOSS	ACV LESS					D 500	26.73			D 500	53.04
COLLISION LOSS	ACV LESS					D 500	72.80			D 500	111.19
TOWING AND LABOR					6.00				6.00		
VEHICLE TOTAL PREMIUM					113.26		210.59		288.70		294.88
TOTAL PREMIUM -				SEE FOLLOWING PAGE(S)							

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, TIMONIUM MD

ENDORSEMENTS: ADDED 10-14-05 - A400SC(03) A100SC(02)

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - A043(04) 5100SC(04)

INFORMATION FORMS (NOT PART OF POLICY) - 50SC(02) 39923(01) 663SCCIC(04)

2A	0100000
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01000000

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092011169000p0	N	VEN	14923600p00p0	N	VEN	16349229p01p0	N	VEN	18201229p00p0	N
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 8, 2005


Steven Alan Bennett, Secretary

Joseph H. Wehrle Jr., President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State	19	Veh	POLICY NUMBER
SC	129	Ter	00955 52 18C 7102 8
POLICY PERIOD:		(12:01	A.M. standard time)
EFFECTIVE OCT 14 2005		TO APR 14 2006	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

Description of Vehicle(s)							VEH USE	*	WORK/SCRDD	
VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM		Miles Use Way	Days Per Week
19	04	DODGE	RAM PU 1500	PKP 4X2 2D	10000	1D7HA16D94J245515	13	W	07	5

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)		VEH. 6-MONTH D=DED AMOUNT PREMIUM \$		VEH D=DED AMOUNT PREMIUM \$		VEH D=DED AMOUNT PREMIUM \$	
PART A - LIABILITY									
BODILY INJURY	EA PER	\$ 100,000							
	EA ACC	\$ 300,000			71.23				
PROPERTY DAMAGE	EA ACC	\$ 50,000			47.31				
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER	\$ 25,000							
	EA ACC	\$ 50,000							
PROPERTY DAMAGE	EA ACC	\$ 25,000	D 200		12.11				
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS	D 500			59.43				
COLLISION LOSS	ACV LESS	D 500			129.04				
ACCRUED LONGEVITY CREDIT 40% OP #01, 40% OP #03.									
VEHICLE TOTAL PREMIUM					319.12				
6 MONTH PREMIUM \$ 1226.55									
ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)									

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

LOSS PAYEE

VEH 19 DC SERVICES NA LLC, ROANOKE TX

0000010

192012490000

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 8, 2005

SEPTEMBER 8, 2005


Steven Alan Bennett, Secretary

Joseph H. Wehrle Jr., President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
SC		Test	00955 52 18C 7102 8
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 14 2005		TO APR 14 2006	

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCHOOL
							SYM	Miles One Way Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES

LIMITS OF LIABILITY

("ACV" MEANS ACTUAL CASH VALUE)

VEH

D=DED
AMOUNTPREMIUM
\$

VEH

D=DED
AMOUNTPREMIUM
\$

VEH

D=DED
AMOUNTPREMIUM
\$

VEH

D=DED
AMOUNTPREMIUM
\$

THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:

VEH 09 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION,
RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

VEH 14 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT,
TOWING AND LABOR, PERSONAL INJURY PROTECTION

VEH 16 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, COMPREHENSIVE, COLLISION,
RENTAL REIMBURSEMENT, PERSONAL INJURY PROTECTION

VEH 18 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT,
TOWING AND LABOR, PERSONAL INJURY PROTECTION

VEH 19 - MEDICAL PAYMENTS, UNDERINSURED MOTORISTS, RENTAL REIMBURSEMENT,
TOWING AND LABOR, PERSONAL INJURY PROTECTION

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,
on this date SEPTEMBER 8, 2005

Steven Alan Bennett
Steven Alan Bennett, Secretary

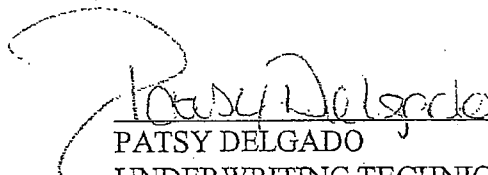
Joseph H. Wehrle Jr.
Joseph H. Wehrle Jr., President

Defendant's Exhibit 13

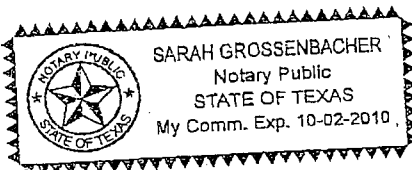


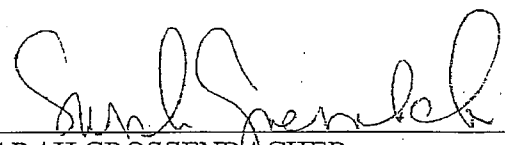
STATE OF TEXAS

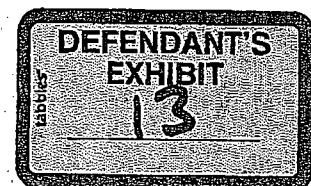
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER AND CUSTODIAN OF THE RECORDS OF THE UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, USAA COUNTY MUTUAL INSURANCE COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY AND USAA GENERAL INDEMNITY COMPANY, AND AFTER BEING BY ME DULY SWORN AND UPON HER OATH SAYS THAT A COPY OF THE DECLARATIONS PAGE(S) RELATED TO THE UNITED SERVICES AUTOMOBILE ASSOCIATION - CASUALTY INSURANCE COMPANY AUTO POLICY, 00955 52 18C 7102 8, ISSUED TO DOUGLAS EARL STILTNER, EFFECTIVE ON APRIL 14, 2006 TO OCTOBER 14, 2006, HAS BEEN PREPARED UNDER HER DIRECTION AND IS ATTACHED HERETO.

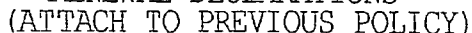

PATSY DELGADO
UNDERWRITING TECHNICIAN MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID PATSY DELGADO, UNDERWRITING TECHNICIAN MANAGER THIS 23rd DAY OF NOVEMBER 2007 AT SAN ANTONIO, TEXAS, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE




SARAH GROSSENBACHER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. OCTOBER 2, 2010





OPERATORS

01 DOUGLAS EARL STILTNER
03 CHRISTINE RENE STILTNER
05 NIKOLE R BOLEN

Named Insured and Address

DOUGLAS EARL STILTNER

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	SYM	USE	WORK SCHEDULE
								Miles One Way	Days Per Week
09	73	PLYMOUTH	BARRACUDA	HT 2D	500	BS23H3B261264	5	P	
14	01	MTRCYCLE	FATBOY	01450	2000	1HD1BMY141Y073747	9	P	
16	94	PLYMOUTH	ACCLAIM	SED 4D	6000	3P3AA46K2RT274804	5	W	12
18	03	CHEV	TAHO/LS/LT	UTL 4X2 4D	12000	1GNEC13V53R215410	12	W	05

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Bus/ness; F=Farm; P=Pleasure

VEH 09 EASLEY SC
VEH 14 EASLEY SC

VEH	16	EASLEY	SC
VEH	18	EASLEY	SC

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES		LIMITS OF LIABILITY	VEH 09 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH 14 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH 16 D=DED AMOUNT	6-MONTH PREMIUM \$	VEH 18 D=DED AMOUNT	6-MONTH PREMIUM \$
PART A - LIABILITY										
BODILY INJURY	EA PER	\$ 100,000								
	EA ACC	\$ 300,000		58.26		53.12		155.90		69.11
PROPERTY DAMAGE	EA ACC	\$ 50,000		39.24		35.82		104.40		46.48
PART C - UNINSURED MOTORISTS										
BODILY INJURY	EA PER	\$ 25,000								
	EA ACC	\$ 50,000								
PROPERTY DAMAGE	EA ACC	\$ 25,000	D 200	12.11	D 200	24.22	D 200	12.11	D 200	12.11
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS	ACV LESS				D 500	24.98			D 500	46.01
COLLISION LOSS	ACV LESS				D 500	71.92			D 500	103.83
TOWING AND LABOR				6.00				6.00		
VEHICLE TOTAL PREMIUM				115.61		210.06		278.41		277.54
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)										

LOSS PAYEE

VEH 14 HARLEY DAVIDSON CREDIT, CARSON CITY NV

VEH 18 GENERAL MOTORS ACCEPTANCE CORP, TIMONIUM MD

ENDORSEMENTS: ADDED 04-14-06 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - A043(04) A400SC(03) A100SC(02)

5100SC (04)

INFORMATION FORMS (NOT PART OF POLICY) - 39923(01)

2A	01000000	01000000	01000000
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0920116900000	N	149236000000	N	1684912900000	N	1820112900000	N
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WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas.

on this date MARCH 8, 2006

Stanley Smith

Joseph H. Wehrle Jr., President

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Robin B. Stilwell, Circuit Court Judge

Case No. 2007-CP-23-6453

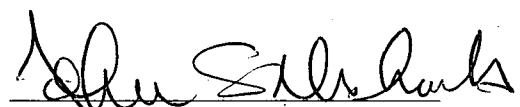
Douglas Earl Stiltner and
Christine Rene Stiltner, ... Appellants,

v.

USAA Casualty Insurance Company, ... Respondent.

CERTIFICATE OF COUNSEL

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



Blake A. Hewitt, SC Bar # 73674

John S. Nichols, SC Bar # 4210

BLUESTEIN, NICHOLS,

THOMPSON & DELGADO

Post Office Box 7965

Columbia, South Carolina 29202

(803) 779-7599

(803) 779-8995 (facsimile)

bhewitt@bntdlaw.com

jsnichols@bntdlaw.com

Attorneys for Appellants

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Robin B. Stilwell, Circuit Court Judge

Case No. 2007-CP-23-6453

RECEIVED

JUN 12 2013

SC Court of Appeals

Douglas Earl Stiltner and
Christine Rene Stiltner, ... Appellants,

v.

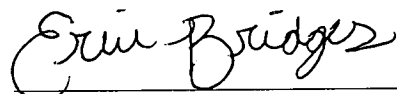
USAA Casualty Insurance Company, ... Respondent.

PROOF OF SERVICE

The undersigned hereby certifies that on the date indicated below she served
counsel for the Respondent with a copy of the *Record on Appeal* by mailing copies of the
same by United States Mail with first class postage prepaid to the following address:

J.R. Murphy, Esquire
Ashley B. Stratton, Esquire
Murphy & Grantland, P.A.
Post Office Box 6648
Columbia, South Carolina 29260

June 12, 2013



Erin Bridges
BLUESTEIN, NICHOLS,
THOMPSON & DELGADO, LLC