

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

JAMAR MARKEL BRONNER,)
)
Plaintiff,)
)
vs.)
)
GEICO INDEMNITY COMPANY,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NUMBER: 2017-CP-07-00241

**ORDER GRANTING GEICO'S
MOTION FOR SUMMARY FOR
SUMMARY JUDGMENT**

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SC Court of Appeals

This matter comes before the Court upon cross-motions for Summary Judgment by the Plaintiff Jamar Bronner (hereinafter "Bronner") and the Defendant GEICO Indemnity Company (hereinafter "GEICO").

Bronner sued GEICO for reformation of his insurance policy to include Underinsured Motorist Coverage (hereinafter UIM), alleging that GEICO failed to offer this coverage as required by §38-77-160 of the South Carolina Code (2002). GEICO asserted that it had made a proper meaningful offer of UIM coverage and that it was entitled to the conclusive presumption that it had done so, as set forth in S.C. Code Ann. § 38-77-350(A), and that its offer satisfied the requirements set forth in *State Farm Mutual Insurance Co. v. Wannamaker*, 291 S.C. 518, 354 S.E.2d 555 (1987) and its progeny.

After hearing argument from counsel and reviewing all memorandum and evidence, the court finds that GEICO's offer form satisfies each of the five requirements of § 38-77-350(A). The Court finds that GEICO is entitled to a conclusive presumption that it made a meaningful offer of UIM coverage to Bronner based upon the fact that Mr. Bronner executed, signed, and returned the rejection form. In addition, and as a further supporting ground, the Court finds that GEICO complied with the requirements for a

meaningful offer set forth in *State Farm Mutual Insurance Co. v. Wannamaker*, 291 S.C. 518, 354 S.E.2d 555 (1987) and its progeny.

There is no genuine issue as to any material fact that the Bronner rejected UIM coverage after receiving a meaningful offer in compliance with S.C. Code Ann. § 38-77-350(A) and *Wannamaker*. Consequently, Bronner is not entitled to reformation of his policy to include UIM coverage and is not entitled to any UIM coverage from GEICO under this policy for this accident. Therefore, the Court hereby denies the Plaintiff's Motion for Summary Judgment and grants GEICO's Motion for Summary Judgment. It is therefore

ORDERED, ADJUDGED AND DECREED that GEICO fully complied with South Carolina law governing effective offers of UIM coverage in this case. There is no UIM coverage under this policy. GEICO's Motion for Summary Judgment is hereby granted.

AND IT IS SO ORDERED.

Honorable Marvin H. Dukes, III
Master-in Equity
Fourteenth Judicial Circuit

_____, 2018
Beaufort, SC