



12. Services of process by personal delivery via process server was made upon Defendant Latusa Nicole Reid on November 29, 2018.

13. Service of process by publication upon Defendant Darius Jerard Allen was completed on March 28, 2019.

14. Defendants James E. Young, Darius Jerard Allen, and Latusa Nicole Reid have all failed to file and Answer or any other responsive pleading.

### **CONCLUSIONS OF LAW**

1. Defendants James E. Young, Darius Jerard Allen, and Latusa Nicole Reid were all properly served and have failed to timely appear or file any responsive pleading in this matter and are therefore in Default.

2. South Carolina law provides that “[a] policy issued and delivered outside of South Carolina is not a ‘policy issued or delivered in this State’ pursuant to S.C. Code Ann. § 38-77-150. Newton v. Progressive Northwestern Ins. Co., 347 S.C.271, 276-77, 554 S.E2d 437, 440 (S.C. Ct. App. 2001). Further, the requirements of S.C. Code Ann. § 38-77-150 “[do] not affect policies issues in other states” and that “this State’s financial responsibility law [does] not require the reformation of [an out of state] policy to include uninsured motorist coverage.” Id.

3. Here, the Policy was issued and delivered in Michigan, UM coverage was optional under the Policy, and UM coverage was validly rejected by James E. Young.

4. Accordingly, it is hereby Ordered that the Policy does not provide any UM coverage due to a valid rejection of coverage by James R. Young, that S.C. Code Ann. § 38-77-150 does not affect the Policy, and that neither South Carolina’s financial responsibility law nor public policy require the Policy be reformed to add UM coverage.

In support of its conclusions, the court makes the following:

**FINDINGS OF FACT**

1. Bristol West issued the Policy, with policy number G00631376700, to James E. Young with a coverage period of February 4, 2014 to August 4, 2014.
2. The Policy insured a 2006 AUDI A4 2.0T Quattro and had liability limits of \$20,000 per person and \$40,000 per accident.
3. The Policy was issued and delivered in the State of Michigan.
4. James E. Young made a valid rejection of Uninsured Motorist (“UM”) coverage on the Policy, which is not a mandatory coverage in Michigan.
5. The vehicle insured under the Policy, the 2006 AUDI A4 2.0T Quattro, was owned by James E. Young and registered and garaged in the State of Michigan.
6. The Policy was in effect on February 9, 2014, when the 2006 AUDI A4 2.0T Quattro, in which James E. Young was the driver and Lemore Young was a passenger, was involved in a motor vehicle collision with another vehicle being driven by Darius Jerard Allen and owned by Latusa Nicole Reid (the “Accident”).
7. The vehicle being driven by Darius Jerard Allen and owned by Latusa Nicole Reid was uninsured at the time of the Accident.
8. At the time of the issuance and delivery of the Policy and at the time of the Accident James E. Young was a resident of Michigan.
9. At the time of the Accident Lemore Young was a resident of South Carolina.
10. The Summons and Complaint in this matter were filed on May 10, 2018.
11. Service of process by certified mail, return receipt requested, and restricted delivery was made upon Defendant James E. Young on December 4, 2018.

**IT IS SO ORDERED.**

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The Honorable Alex Kinlaw  
Thirteenth Judicial Circuit

\_\_\_\_\_, 2019

Greenville, South Carolina



Greenville Common Pleas

**Case Caption:** Bristol West Preferred Insurance Company vs. Lamore Young ,  
defendant, et al  
**Case Number:** 2018CP2302782  
**Type:** Order/Other

So Ordered.

s/Alex Kinlaw, Jr., #2763