THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity

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SC Court of Appeals

Appellate Case No. 2019-001096
Case No. 2017-CP-07-00241

Jamar Markel Bronner, Appellant,

v.

GEICO Indemnity Company, Respondent.

RECORD ON APPEAL

J. Olin McDougall
McDougall Law Firm
Post Office Box 1336
Beaufort, SC 29901
(843) 379-7000
lin@mlf.law

Bert G. Utsey, III
Peters, Murdaugh, Parker,
Eltzroth & Detrick, P.A.
Post Office Box 30968
Charleston, SC 29417
(843) 818-4399
butsey@pmped.com
ATTORNEYS FOR APPELLANT

Thomas H. Milligan, Esquire
Milligan & Herns, PC
721 Long Point Road, Suite 401
Mt. Pleasant, SC 29464
(843) 971-6750
tom@millinganlawfirm.com
ATTORNEYS FOR RESPONDENT

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**ORDER GRANTING GEICO'S**
	)	**MOTION FOR SUMMARY FOR**
GEICO INDEMNITY COMPANY,	)	**SUMMARY JUDGMENT**
	)	
Defendant.	)	
	)	

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

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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

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2017 **CP**-07-00241

Jamar Markel Bronner
PLAINTIFF(S)

GEICO Indemnity Company
DEFENDANT(S)

Submitted by: Thomas H. Milligan	**Attorney for :** ☐ Plaintiff ☒ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):

☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

The Court finds that the Defendant GEICO Indemnity company fully complied with the requirements of S.C. Code §38-77-350 in making an effective offer of Under Insured Motorist (UIM) coverage to the Plaintiff. In the alternative, the Court finds that the Defendant GEICO Indemnity Company complied with the requirements of *Wannamaker vs. State Farm,* 291 S.C. 518, 354 S.E. 2d 555 (1987) in making an effective offer of UIM coverage to the Plaintiff. The Plaintiff rejected said offer. Therefore, there is no UIM coverage available to the Plaintiff under the policy at issue for the accident giving rise to this case.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$

		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Honorable Marvin H. Dukes III **Judge Code** **Date**
MASTER-IN-EQUITY

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

4

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Beaufort Common Pleas

Case Caption: Jamar Markel Bronner VS Geico Indemnity Company

Case Number: 2017CP0700241

Type: Order/Form 4

So Ordered:

s/Marvin H. Dukes III #3069

ELECTRONICALLY FILED - 2019 Jun 07 9:52 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2017 CP-07-00241

Jamar Markel Bronner
PLAINTIFF(S)

Geico Indemnity Company, et al.
DEFENDANT(S)

Submitted by: BEAUFORT COUNTY MASTER IN EQUITY	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This came before me March 1st, 2019 on Plaintiff's Motion to Alter and/or Amend, filed January 18th, 2019. After hearing from the parties and review of the file, I hereby deny the motion.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	$N/A
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

3069

Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

Bert Glenn Utsey, III	Thomas H. Milligan
J. Olin McDougall, II	
ATTORNEY(S) FOR THE PLAINTIFF(S)	**ATTORNEY(S) FOR THE DEFENDANT(S)**

CLERK OF COURT

Court Reporter: N/A

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Beaufort Common Pleas

Case Caption: Jamar Markel Bronner VS Geico Indemnity Company

Case Number: 2017CP0700241

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
BEAUFORT DIVISION

Jamar Markel Bronner, Plaintiff, v. Geico Indemnity Company, Defendant.	Case No 9:17-cv--00652-RMG **ORDER ON MOTION TO REMAND**

This matter is before the Court on Defendant's Motion to Remand the case because Plaintiff has stipulated that the amount in controversy is less than $75,000.00. (Dkt. No. 7) Plaintiff has joined the motion. (Dkt. No. 8.) As there is no basis for this Court to exercise jurisdiction, this case is hereby remanded to the Beaufort County Court of Common Pleas.

AND IT IS SO ORDERED.

Richard Mark Gergel
United States District Court Judge

April 18, 2017
Charleston, South Carolina

ELECTRONICALLY FILED - 2018 Jun 20 9:40 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF BEAUFORT	)	**CASE NO: 2017CP0700241**
	)	
Jamar Markel Bronner	)	**ORDER REFERRING NON-JURY ACTION TO THE BEAUFORT COUNTY MASTER IN EQUITY**
Plaintiff(s)	)	
	)	
vs.	)	
	)	
Geico Indemnity Company	)	
	)	
Defendant(s)	)	
	)	

Pursuant to an Order of the South Carolina Supreme Court this Non-Jury matter is now referred to the Beaufort County Master in Equity with Finality. The Plaintiff is responsible for paying the Reference Fee pursuant to South Carolina Code of Laws Section 14-11-310. ($100.00 for Partition Actions and Foreclosures and $50.00 for all other cases); **however, if the Plaintiff's case is over, any remaining party seeking Affirmative Relief will be responsible for paying the fee**. The Reference Fee shall be paid within 30 days from the date this Order is signed or the Master will dismiss the case for non-payment of the Reference Fee.

IT IS SO ORDERED:

_____

Jerri Roseneau
Beaufort County Clerk of Court

Dated: _____
Beaufort, South Carolina

ELECTRONICALLY FILED - 2018 Jun 20 9:40 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

Beaufort Common Pleas

Case Caption: Jamar Markel Bronner VS Geico Indemnity Company

Case Number: 2017CP0700241

Type: Order/Referred to Master or Special Referee

So Ordered

s/Jerri Ann Roseneau, Beaufort County Clerk of Court

ELECTRONICALLY FILED - 2017 Feb 10 4:51 PM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	C/A No.: 2017-CP-07-_____
Jamar Markel Bronner,	)	
	)	
Plaintiff,	)	
	)	
v.	)	COMPLAINT
	)	
GEICO Indemnity Company,	)	
	)	
Defendant.	)	
	)	

The Plaintiff, Jamar Markel Bronner, seeks declaratory relief to determine the rights of the parties. Plaintiff respectfully alleges:

1. Plaintiff is a citizen and resident of Beaufort County, South Carolina.

2. Defendant GEICO Indemnity Company ("GEICO") is an insurance company that is authorized to transact business and write insurance coverage in the State of South Carolina. GEICO issues policies of motor vehicle and motorcycle insurance coverage in Beaufort County, South Carolina.

3. This is a declaratory judgment action brought pursuant to the South Carolina Declaratory Judgments Act; as such, it does not seek damages, but a declaration from the Court as to the parties' respective rights and obligations under an insurance policy issued by GEICO.

4. On or about June 24, 2016, while operating his 2014 Harley Davidson motorcycle (the "Motorcycle") Plaintiff sustained personal injuries as a proximate result of a collision caused by another vehicle in Beaufort County, South Carolina.

5. The Collision was due to the negligence, recklessness, and gross negligence in the operation of the at-fault driver's vehicle.

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6. At the time of the Collision, GEICO had in effect a motor vehicle insurance policy, policy number 4390-46-24-08, which named Plaintiff as the named insured and insured the Motorcycle as an insured vehicle (the "Policy").

7. GEICO issued the Policy to Plaintiff, as a Beaufort County resident, and delivered the Policy to Plaintiff in Beaufort County.

8. Per S.C. Code Ann. § 38-61-10 (1976, as amended), as well as other principles of law, the Policy is subject to the laws of the State of South Carolina.

9. At the time of the Collision, Plaintiff was an "insured" under the Policy.

10. The Policy provided bodily injury liability insurance ("BI") coverage with limits of $25,000/$50,000 per person and uninsured motorists ("UM") coverage with limits of $25,000/$50,000 per person.

11. As a result of the Collision, Plaintiff made a claim against the at-fault driver for his personal injuries and damages sustained in the Collision.

12. This claim was partially settled by the at-fault driver's liability insurance company, which paid the sum of $25,000.00 to Plaintiff (representing the full amount of its liability limits applicable to Plaintiff's claim), in exchange for which Plaintiff has signed a covenant not to execute which allows him to pursue a claim for any underinsured motorists ("UIM") insurance coverage applicable to the Collision.

13. Plaintiff's damages from the Collision exceed the sum of $25,000.00.

14. Plaintiff has made a demand for GEICO to pay him UIM coverage for the injuries he sustained in the Collision.

15. GEICO claims to have offered UIM coverage to Plaintiff before the Collision.

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16. Prior to the Collision, GEICO obtained a rejection form signed by Plaintiff (the "UIM Form").

17. Relying upon the UIM Form, GEICO has denied that it provides UIM coverage for Plaintiff's claim as a result of the Collision.

AS A FIRST CAUSE OF ACTION

18. Plaintiff re-alleges the foregoing paragraphs as if fully set forth herein.

19. Per S.C. Code Ann. § 38-77-160 (1976, as amended), GEICO owed a duty to Plaintiff to make a meaningful offer of UIM coverage.

20. To deny it provides UIM coverage to Plaintiff's claims as a result of the Collision, GEICO must show it made a meaningful offer of UIM coverage and that Plaintiff made a voluntary, informed decision to reject such coverage.

21. GEICO failed to make a meaningful offer of UIM coverage under the Policy to the Plaintiff pursuant to a commercially reasonable notification process; rather, the offer was inadequate and did not satisfy the requirements of South Carolina law.

22. The UIM Form obtained by GEICO was not meaningful, was inadequate, was completed in violation of the requirements of South Carolina law, and did not satisfy the requirements of South Carolina law.

23. The UIM Form obtained by GEICO was not "completed by an insurance producer or a representative of the insurer" as required by S.C. Code Ann. § 38-77-350(B) (1976, as amended).

24. Plaintiff's purported rejection of UIM coverage by GEICO was inadequate, was completed in violation of the requirements of South Carolina law, and did not satisfy the requirements of South Carolina law.

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25. Plaintiff did not make a voluntary, informed decision to reject UIM coverage under the Policy.

26. Because of the foregoing, the Court should reform the Policy to include UIM coverage with limits of $25,000/$50,000 per person, the limits of BI coverage under the Policy, and declare that the Policy provides $25,000.00 in UIM coverage for Plaintiff's claims as a result of the Collision.

AS A SECOND CAUSE OF ACTION

27. Plaintiff re-alleges the foregoing paragraphs as if fully set forth herein.

28. Plaintiff has been forced to prosecute this action to enforce his rights under the Policy and has incurred and continues to incur attorney's fees and litigation costs to do so.

29. GEICO has been aware of Plaintiff's claim for UIM coverage under the Policy for more than ninety days and, in bad faith, has not paid said claim.

30. For one or both of the above reasons, Plaintiff is entitled to an award of attorney's fees and costs from GEICO.

WHEREFORE, Plaintiff prays for a declaratory judgment that GEICO provides $25,000.00 in UIM coverage for Plaintiff's claim as a result of the Collision and an Order reforming the Policy accordingly. Plaintiff also seeks an award of attorney's fees, the costs of this action, and any other relief deemed appropriate by the Court.

J. Olin McDougall
SC Bar No. 6948
MCDOUGALL LAW FIRM
Post Office Box 1336
Beaufort, SC 29901
Tel.: (843) 379-7000
Fax: (843) 379-7007
Email: lin@mlflaw.co

and

ELECTRONICALLY FILED - 2017 Feb 10 4:51 PM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P. A.

BY: /s/ Bert G. Utsey, III
Bert G. Utsey, III
SC Bar No. 10093
123 South Walter Street
Post Office Box 1164
Walterboro, SC 29488
Tel.: (843) 549-9544
Fax: (843) 549-9546
Email: butsey@pmped.com

Attorneys for Plaintiff

February 10, 2017
Walterboro, South Carolina

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
BEAUFORT DIVISION

JAMAR MARKEL BRONNER, Plaintiff, vs. GEICO INDEMNITY COMPANY, Defendant.	C/A NO.: 9:17-cv-652-RMG **ANSWER AND COUNTERCLAIM** (Declaratory Judgment)

The Defendant, GEICO Indemnity Company (hereinafter "GEICO"), hereby submits the following as its Answer to the Plaintiff's Complaint and by way of counterclaim for declaratory judgment:

FOR A FIRST DEFENSE
(General Denial)

1. The Defendant admits the allegations of paragraph 1 of the Complaint upon information and belief.
2. In response to the allegations of paragraph 2, the Defendant is a corporation organized and existing under the laws of a state other than South Carolina, with its principal place of business in a state other than South Carolina, which is authorized to issue and does issue policies in the State of South Carolina. As such, complete diversity exists between the parties.
3. The allegations of paragraph 3 of the Complaint contain legal conclusions which require no response from this Defendant.
4. The Defendant lacks sufficient information and knowledge as to form a belief to the truth of the allegations of paragraphs 4 and 5, and therefore denies the same.

5. The Defendant admits the allegations of Paragraph 6 upon information and belief and craves reference to the policy in question.

6. In response to the allegations of Paragraph 7 of the Complaint, the Defendant craves reference to its records and, until then, lacks sufficient information and knowledge as to form a belief as to the truth of the allegations of paragraph 7, and therefore denies the same.

7. The allegations of Paragraph 8 contain legal conclusions which require no response from this Defendant.

8. In response to the allegations of Paragraphs 9 and 10, the Defendant craves reference to its records but admits the same upon information and belief.

9. The Defendant lacks sufficient information and knowledge as to form a belief to the truth of the allegations of paragraphs 11, 12, and 13, and therefore denies the same.

10. In response to the allegations of Paragraph 14, 15, 16, and 17, the Defendant craves reference to its records but admits the same upon information and belief. The signed rejection form is attached hereto as Exhibit # 2 and incorporated by reference.

11. In response to the allegations of Paragraph 18, the Defendant hereby re-alleges and incorporates the allegations of paragraphs 1 through 10 of the Answer as fully and effectively as if set forth herein verbatim.

12. The allegations of Paragraphs 19 and 20 of the Complaint contain legal conclusions which require no response from this Defendant. To the extent that a response is required, the Defendant asserts that it has complied with South Carolina law to make a meaningful offer of UIM coverage and that the Plaintiff made a voluntary, informed decision to reject coverage, and that such is conclusively established under S.C. Code of Laws §38-77-350.

13. The Defendant denies the allegations of Paragraphs 21, 22, 23, 24, 25, and 26, being all of the remaining allegations of the Plaintiff's First Cause of Action. The Defendant specifically denies that there is any requirement that the UIM form be completed by an insurance producer or a representative of the insured, as appears to be alleged by the Plaintiff. To the extent that any further response is required, the Defendant asserts that it has complied with South Carolina law to make a meaningful offer of UIM coverage and that the Plaintiff made a voluntary, informed decision to reject coverage, and that such is conclusively established under S.C. Code of Laws §38-77-350.

14. In response to the allegations of Paragraph 27, the Defendant hereby re-alleges and incorporates the allegations of paragraphs 1 through 13 of the Answer as fully and effectively as if set forth herein verbatim.

15. The Defendant denies the allegations of paragraphs 28, 29, and 30, being all of the remaining allegations of the Plaintiff's Complaint.

16. The Defendant denies each and every allegation of the Plaintiff's Complaint that is not hereinabove specifically admitted, qualified, or explained.

FURTHER ANSWERING AND AS A SECOND DEFENSE
(Compliance with S.C. Code of Laws §38-77-350)

17. That the Defendant has complied with the requirements of S.C. Code of Laws §38-77-350 in offering optional coverages and uses a form approved by the Director of the South Carolina Department of Insurance, said form being executed and signed by the named insured, which constitutes a complete defense to this action as South Carolina law states that compliance with this section satisfies the insurer and agent's duty to explain and offer optional coverages and higher limits and no person, including but not limited to an insurer and insurance agent is liable in an action for damages on account of the selection

made by the named insured.

FURTHER ANSWERING AND AS A THIRD DEFENSE
(Meaningful Offer)

18. The Defendant asserts that it has complied with South Carolina law to make a meaningful offer of UIM coverage and that the Plaintiff made a voluntary, informed decision to reject coverage, and that such constitutes a complete bar to this action.

FURTHER ANSWERING AND AS A FOURTH DEFENSE
(Knowing Selection of Coverage)

19. That the Plaintiff, who is the named insured, executed and signed the form and made an informed knowing selection of coverage and specifically rejected the offer of underinsured motorist coverage and neither the insurance company nor an insurance agent is liable to the named insured under the policy for the insured's failure to purchase optional coverage or higher limits.

FURTHER ANSWERING AND FOR A FIFTH DEFENSE
(Rule 12(b)(6) Motion to Dismiss)

20. That the Complaint fails to state facts sufficient to state a cause of action and each cause of action should therefore be dismissed as a matter of law pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. This motion is based upon the grounds that the Plaintiff is attempting to insert a requirement into the law that does not exist, that assertion being that the form *must* be filled out by an insurance producer or a representative of the insurer, which is not a requirement of South Carolina law.

FURTHER ANSWERING AND AS A SIXTH DEFENSE
(Motion to Dismiss pursuant to S.C. Code of Laws §38-77-350(B)

21. That S.C. Code of Laws §38-77-350(B) conclusively presumes that, if the form is signed by the named insured, after it has been completed by an insurance producer or a

representative of the insurer, there was an informed, knowing selection of coverage and neither the insurance company nor an insurance agent is liable to the named insured under the policy for the insured's failure to purchase optional coverage or higher limits.

FURTHER ANSWERING AND AS A SEVENTH DEFENSE
(Motion to Dismiss pursuant to S.C. Code of Laws §38-77-350(D)

22. That S.C. Code of Laws §38-77-350(D) establishes that compliance with this section satisfies the insurer and agent's duty to explain and offer optional coverages and higher limits and no person, including, but not limited to an insurer and insurance agent is liable in an action for damages on account of the selection or rejection made by the named insured. This action should therefore be dismissed as a matter of law.

FURTHER ANSWERING AND AS A EIGHTH DEFENSE
(Reasonable Conduct)

23. That this Defendant acted in a reasonable and prudent manner in all aspects of the offer of coverage, the issuance of the policy, the investigation of the claim, the interpretation of the policy, and the adjustment of the Plaintiff's claims and that there does exist a reasonable ground for contesting the disputed portions of the claims of the Plaintiff and such constitutes a complete defense to the Plaintiff's claims for bad faith and attorney's fees.

FURTHER ANSWERING AND BY WAY OF COUNTERCLAIM
(Declaratory Judgment)

24. That the allegations of paragraphs 1 through 23 of the Answer are hereby re-alleged and incorporated by reference as fully and effectively as if set forth herein verbatim.

25. That GEICO Insurance Company is a corporation organized and existing under the laws of a State other than the State of South Carolina, with its principal place of business in a

State other than the State of South Carolina. That GEICO Insurance Company is licensed to transact business and sell insurance in the State of South Carolina.

26. That the Plaintiff is a citizen and resident of the County of Beaufort, State of South Carolina.

27. That complete diversity exists between the parties.

28. That the amount in controversy exceeds $75,000.00.

29. That this Honorable Court has jurisdiction over the parties and subject matter of this action.

30. That this is an action for declaratory judgment brought pursuant to S.C. Code Ann. §15-53-10 et. seq. for the purposes of determining the present and existing controversy between the parties hereto.

31. That the Plaintiff purchased a policy for automobile insurance with the Defendant, GEICO Indemnity Company, policy number 4390-46-24-08 (hereinafter referred to as the "policy"), a copy of which is attached hereto and incorporated by reference as Exhibit # 1.

32. That the Plaintiff was provided with a meaningful offer of UIM coverage as referenced in the signed form, attached hereto as Exhibit # 2 and incorporated by reference.

33. That said form is approved by the Director of the South Carolina Department of Insurance as complying with South Carolina law.

34. That the Plaintiff executed and signed the form.

35. That the Plaintiff specifically rejected UIM coverage.

36. That the Plaintiff made a voluntary informed decision to reject such coverage.

37. That S.C. Code of Laws §38-77-350(B) conclusively presumes that, if the form is signed

by the named insured, after it has been completed by an insurance producer or a representative of the insurer, there was an informed, knowing selection of coverage and neither the insurance company nor an insurance agent is liable to the named insured under the policy for the insured's failure to purchase optional coverage or higher limits.

38. That the Defendant GEICO Insurance Company seeks a declaration that it is under no duty to pay the Plaintiff for the alleged loss under the circumstances and is informed and believes that the declaratory judgment sought by it herein will terminate the controversy among the parties to this action as to the potential coverage for the alleged loss and will remove the uncertainties hereinabove mentioned and the Defendant is furthermore informed and believes that it has no adequate remedy at law or otherwise except by way of declaratory judgment under S.C. Code Ann. §15-53-10 et. seq.

WHEREFORE, having fully answered the Plaintiff's Complaint and setting forth its counterclaim, the Defendant prays that the Plaintiff's Complaint be dismissed, for judgment on its counterclaim, for attorney's fees and the costs of the action, and for such other and further relief as this Honorable Court deems just and proper.

RESPECTFULLY SUBMITTED:

s/ *Tom Milligan*

Thomas H. Milligan (Fed. ID # 4848)
MILLIGAN & POGUE, PC
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Telephone: (843) 971-6750
Facsimile: (843) 971-6509
Email: tom@milliganlawfirm.com

March 8, 2017
Mt. Pleasant, South Carolina

ATTORNEYS FOR GEICO
INDEMNITY COMPANY

AFFIDAVIT

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH

I, Bruce Brown, Claims Coverage Underwriter of GEICO Indemnity Company, a corporation organized and existing under the laws of Maryland, do hereby certify that the attached Policy Declarations sheet was printed from records retained in our computer data files. The specimen amendments, endorsements, and policy contracts are standard forms with information particular to this policy. Attached is a copy of policy contract number 4390462408 in the name of Jamar Markel Bronner for the effective dates of April 10, 2016 to April 10, 2017.

Bruce Brown
Claims Coverage Underwriter

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF FEBRUARY, 2017.

Jacqueline Kay Roland
Notary Public

JACQUELINE KAY ROLAND
NOTARY PUBLIC
REGISTRATION # 7078421
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
09-30-2020

EXHIBIT
1

PENGAD 800-631-6989

GEICO
geico.com
Tel: 1-800-841-3000

One GEICO Boulevard
Fredericksburg, VA 22412-0003

Policy Number: 4390-46-24-08
GEICO Use: 39 A40SC

GEICO INDEMNITY COMPANY

April 12, 2016

JAMAR MARKEL BRONNER
28 CEDAR CREST CIR
BEAUFORT SC 29907-2021

20000143904624083 9CG4003215

T000 (04-06)

2000214390462408 39CG4003216

GEICO

RECURRING CARD PAYMENT NOTIFICATION

GEICO Indemnity Company

Policy Number & Period

Cycle

Policy #4390-46-24-08

Apr-10-16 to Apr-10-17

Payment Activity

Activity Date & Description		Amount
Apr-10-Payment Received - Thank You	$	-298.87
Apr-10-Returned Card Payment	$	298.87
Apr-11-Policy Change	$	-477.00
Apr-11-Policy Change	$	-25.64
Apr-11-Payment Received - Thank You	$	-189.27
Apr-11-Policy Change	$	98.51
Apr-11-Policy Change	$	98.51
CURRENT BALANCE AS OF Apr-12-16	$	795.99

Automatic Charges To Your Card Account

Due		Amount
May-10-16	$	104.51
Jun-10-16	$	104.51
Jul-10-16	$	104.51
Aug-10-16	$	104.51
Sep-10-16	$	104.51
Oct-10-16	$	104.51
Nov-10-16	$	104.51
Dec-10-16	$	104.42

Each installment includes a $5.00 premium installment charge.

Thank you for enrolling in Recurring Card Payments (RCP). We will automatically deduct your payments from your debit/credit card. If you have an email address on file and choose to receive Policy Services emails, you will receive reminder notices via email prior to your scheduled payment. Reminders will not be mailed. To review your billing and payment information, log in online at geico.com. Don't forget, you can also use GEICO's Mobile App to service your policy on the go.

JAMAR MARKEL BRONNER
28 CEDAR CREST CIR
BEAUFORT SC 29907-2021

U-31-DPB (RCC1) (04-15)

Payment Plans A premium installment charge will be included in the bill for each installment, excluding the One Payment Plan.	
One Payment	100% due on the policy effective date
Four Payment	25% due on the policy effective date 25% due two, four and six months after the policy effective date
Six Payment	25% due on the policy effective date 15% due two, four, six, eight and ten months after the policy effective date
Nine Payment	17.6% due on the policy effective date 10.3% due one, two, three, four, five, six, seven and eight months after the policy effective date

* * * \

GEICO
geico.com

Tel: 1-800-841-3000

GEICO INDEMNITY COMPANY
One GEICO Boulevard
Fredericksburg, VA 22412-0003

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4390-46-24-08
Coverage Period:
04-10-16 through 04-10-17
12:01 a.m. local time at the address of the named insured.

Date Issued: April 12, 2016

Endorsement Effective: 04-12-16

JAMAR MARKEL BRONNER
28 CEDAR CREST CIR
BEAUFORT SC 29907-2021

Email Address: BRONNER39@GMAIL.COM

Named Insured	Additional Drivers
Jamar M Bronner	None

Vehicle	VIN	Vehicle Location	Finance Company/ Lienholder
1 2014 Harley Flhxs	1HD1KRM1XEB633976	Beaufort SC 29907	Eaglemark

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	$25,000/$50,000	$119.00
Property Damage Liability	$25,000	$47.00
Uninsured Motorists Bodily Injury Each Person/Each Occurrence	$25,000/$50,000	$181.00
Property Damage	$25,000	$81.00
Underinsured Motorist Bodily Injury Each Person/Each Occurrence	Insured-Rejects	-
Property Damage	Insured-Rejects	-
Comprehensive	$1,000 Ded	$191.00
Collision	$1,000 Ded	$337.00
Towing & Labor Costs		$10.00
Total Twelve Month Premium		**$966.00**

*Coverage applies where a premium or $0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

2000014390462408 39CG4003217

Discounts

The total value of your discounts is	**$202.00**
Msf Course (All Vehicles)	$101.00
Transfer Or Renewal (All Vehicles)	$101.00

Contract Type: FAMILY
Contract Amendments: ALL VEHICLES - A40SC(12-98) CRA743(03-14)

Unit Endorsements: CRA663C (01-06)(VEH 1); UE316Y (07-11)(VEH 1); CRA750 (08-06) (VEH 1)

Important Policy Information

-Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.

-Coverages and/or limits were added as you requested or due to state requirements.

-Coverages and/or limits were deleted as you requested or due to state requirements.

-Your policy has been adjusted per your recent request.

GEICO
ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

Your South Carolina GEICO Indemnity Cycle-Gard™ Motorcycle Policy

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DEFINITIONS

Throughout this policy, ***you*** and ***your*** refer to the named insured shown in the Declarations and spouse if a resident of the same household. ***We***, ***us*** and ***our*** refer to GEICO Indemnity Company.

Other words and phrases are defined. They are italicized when used.

Your covered cycle means:

1. Any ***motorcycle*** shown in the Declarations; and
2. any ***motorcycle you*** purchase during the policy period which replaces any ***motorcycle*** shown on the Declarations; and
3. any additional ***motorcycle you*** acquire during the policy period if ***we*** insure, under this insurance, all ***motorcycles you*** own.
4. a trailer, designed specifically for use with a ***motorcycle***, to be towed by a ***motorcycle***, owned by ***you***, and not being used for business or commercial purposes.

Your covered cycle does not include a three wheeled ***motorcycle*** unless, and until, it meets ***our*** underwriting criteria and an additional premium is paid. The ***motorcycle*** must be manufactured or reconstructed from a two wheeled ***motorcycle*** and powered by an engine originally designed for use only with a ***motorcycle.***

A replacement or additional ***motorcycle*** is insured under this policy only if ***you*** notify ***us*** within 30 days of its acquisition.

Family member means a person related to ***you*** by blood, marriage or adoption who is a resident of ***your*** household, including a ward or foster child.

Occupying means on, upon, getting in, on, out or off.

Motorcycle, when used here, means any two wheeled motorcycle, motorbike, moped or motor scooter. This also includes a three wheeled ***motorcycle*** that qualifies under the definition of ***your covered cycle***.

Passenger, when used in this policy, means any person, other than the driver, while that person is ***occupying your covered cycle***.

Bodily injury means bodily injury to a person, including resulting sickness, disease or death.

The following definitions apply only to PART III, Physical Damage Coverages.

Actual cash value is the replacement cost of the ***motorcycle*** or property less ***depreciation*** or ***betterment***.

Depreciation means a decrease or loss in value to the ***motorcycle*** or property because of use, disuse, physical wear and tear, outdatedness, or other causes.

Betterment is improvement of the ***motorcycle*** or property to a value greater than its pre-loss condition.

INSURING AGREEMENT

We, GEICO Indemnity Company, make this agreement with ***you***, the policyholder. Relying on the information ***you*** have furnished and the Declarations attached to this policy, if ***you*** pay ***your*** premium when due, ***we*** will do the following:

PART I - Liability Coverages (Bodily Injury and Property Damage)

We will pay damages for ***bodily injury*** or property damage for which any ***covered person*** becomes legally responsible because of a ***motorcycle*** accident arising out of a ***covered person's*** ownership, maintenance or use of ***your covered cycle***. ***We*** will settle or defend, as ***we*** consider appropriate, any claim or suit asking for these damages.

Your covered cycle, as used in this Part, in addition to that shown under Definitions, also means:

Any other ***motorcycle*** which is:

1. not owned by ***you***,
2. not owned by a ***family member***, and
3. not furnished for ***your*** or a ***family member's*** regular use, but only during the time it is actually being driven or operated by ***you*** with the permission of the owner and within the scope of that permission. This coverage (Drive Other Cycle) applies to liability coverages only and is excess insurance over any other valid insurance.

Covered person, as used in this Part means:

1. ***You*** and any ***family member*** while using ***your covered cycle***.
2. Any other person while using ***your covered cycle*** with ***your*** permission, and provided such use is within the scope of ***your*** permission.
3. Any other person or organization indirectly responsible for the use of ***your covered cycle*** by a person covered in 1 or 2 above.

Supplementary Payments

In addition to ***our*** limit of liability, ***we*** will pay on behalf of a ***covered person:***

1. All investigative and legal costs incurred by ***us***.
2. All court costs charged to a ***covered person*** in a covered law suit.
3. Up to $100 for the cost of bail bonds required because of an accident resulting in ***bodily injury*** or property damage covered under this policy, including related traffic law violations; however, ***we*** do not have to apply for or furnish the bail bonds.
4. Premiums on appeal bonds and bonds to release attachments for an amount not in excess of the limit of liability as shown on the Declarations in any suit ***we*** defend.
5. Interest accruing after a judgment is entered in any suit ***we*** defend. ***Our*** duty to pay interest ends when ***we*** offer to pay that part of the judgment which does not exceed ***our*** limit of liability for this coverage.

6. All reasonable expenses, other than lost earnings, incurred by ***you*** at ***our*** request, such as for attending trial or hearings.
7. Expenses incurred by any ***covered person*** for immediate medical treatment to others injured in an accident involving ***your covered cycle***.

Exclusions

We do not provide Liability Coverage:

1. For any person who intentionally causes ***bodily injury*** or property damage.
2. For any person for damage to property owned or being transported by that person, or for damage to property rented to, used by, or in the care of that person.
3. For any ***bodily injury*** or property damage suffered by a ***covered person***.
4. For any person for ***bodily injury*** to an employee of that person during the course of employment. This exclusion does not apply to ***bodily injury*** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For any person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee.
6. For any person while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking of vehicles, including road testing and delivery.
7. For ***bodily injury*** sustained while ***your covered cycle*** is used by any person competing in:

   (a) any hill climbing exhibition;
   (b) any race;
   (c) any speed contest;
   (d) any marathon-type contest; or
   (e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

8. For any person using ***your covered cycle*** without ***your*** permission to do so, or outside the scope of ***your*** permission.
9. While ***your covered cycle*** is given to, or in the care of, any person for sale of the cycle.
10. For any liability ***you*** agree to incur or assume under any contract or agreement.
11. For any person for ***bodily injury*** or property damage for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Nuclear Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
12. For any person if the ***motorcycle*** has been abandoned by ***you***.
13. For any person, including ***you***, if protection is afforded such person under the provisions of the Federal Tort Claims Act.

We do not provide Liability Coverage, under Exclusions 1, 3, 4, 5 and 6, above, in excess of the minimum limits of liability required by South Carolina law.

Limits of Liability

Regardless of the number of ***motorcycles*** to which the policy applies:

1. The limit of bodily injury liability shown on the Declarations as applying to "each person" is the maximum ***we*** will pay for all injuries or damages sustained by one person as a result of one ***motorcycle*** occurrence. The limit of ***our*** liability shown as applying to "each occurrence" is, subject to the above provision respecting each person, the maximum ***we*** will pay for all damages arising out of ***bodily injury*** sustained by two or more persons as the result of any one ***motorcycle*** occurrence.
2. The limit of property damage liability shown on the Declarations is the maximum ***we*** will pay or all damages arising out of injury to or destruction of any property of one or more persons or organizations, including the loss of use of the property, as the result of any ***motorcycle*** occurrence.

Out of State Coverage

When this policy applies to the operation of a ***motorcycle*** outside of ***your*** state, ***we*** agree to increase ***your*** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that ***you*** are protected by another ***motorcycle*** insurance policy. No person can be paid more than once for any item of loss.

Financial Responsibility Required

If ***we*** certify this policy as proof of financial responsibility for the future under any financial responsibility law, this policy shall comply with the provisions of the law to the extent of the coverage required, but in no event in excess of the limits of liability stated in this policy. ***You*** agree to reimburse ***us*** for any payment ***we*** make on ***your*** behalf that ***we*** would not have to otherwise make if it were not for this paragraph.

Other Insurance

If there is other applicable liability insurance, ***we*** will pay only ***our*** share. ***Our*** share is the proportion ***our*** limit of liability bears to the total of all applicable limits. However, any insurance ***we*** provide for a ***motorcycle you*** do not own shall be excess over any other collectible insurance.

PART II - Motorcycle Medical Payments

We will pay reasonable expenses incurred for necessary ***medical services*** because of ***bodily injury*** caused by accident and sustained by a ***covered person.*** ***We*** will pay only those expenses incurred within one year from the date of the accident up to the stated limit for each person, less the stated deductible amount.

Covered person, as used in this Part means:

You, any ***family member*** or any ***passenger*** while ***occupying your covered cycle***.

Medical services means medical, surgical and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and funeral expenses.

Exclusions

We do not provide Motorcycle Medical Payments coverage for any person:

1. For ***bodily injury*** sustained while ***occupying your covered cycle*** when it is being used to carry persons or property for a fee.
2. For ***bodily injury*** occurring during the course of employment if workers' or workmen's compensation benefits are required or available for the ***bodily injury***.
3. For ***bodily injury*** sustained while ***occupying*** or when struck by any vehicle, other than ***your covered cycle***, which is owned by ***you*** or furnished or available for ***your*** regular use.
4. For ***bodily injury*** sustained while ***occupying*** or when struck by any vehicle, other than ***your covered cycle***, which is owned by or furnished or available for the regular use of any ***family member.*** However, this exclusion does not apply to ***you***.
5. For ***bodily injury*** sustained while ***occupying your covered cycle*** without ***your*** permission or outside the scope of ***your*** permission.
6. For ***bodily injury*** sustained while ***occupying your covered cycle*** when it is being used in the business or occupation of a ***covered person***.
7. For ***bodily injury*** sustained while ***your covered cycle*** is used by any person competing in:

   (a) any hill climbing exhibition;
   (b) any race;
   (c) any speed contest;
   (d) any marathon-type contest; or
   (e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

8. For ***bodily injury*** caused by discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
9. For ***bodily injury*** from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Limits of Liability

The limit of liability shown in the Declarations for this coverage is ***our*** maximum limit of liability for each person injured in any one accident. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Liability or Uninsured Motorists Coverage provided by this policy.

Other insurance

If there is other applicable medical payments insurance, ***we*** will pay only ***our*** share. ***Our*** share is the total proportion that ***our*** limit of liability bears to the total of all applicable limits. Any insurance ***we*** provide shall be excess over any other collectible insurance providing payments for ***medical services***.

PART III - Physical Damage Coverages

Collision (Coverage for Collision Damage to ***Your*** Cycle)

We will pay for direct and accidental loss caused by ***collision*** to:

1. ***your covered cycle***; and
2. ***your*** Department of Transportation approved motorcycle helmet, when worn at time of loss;

less the applicable deductible shown on the Declarations. The deductible does not apply to helmets.

Collision means the upset or collision with another object of ***your covered cycle***.

Comprehensive (Coverage for Comprehensive Damage - Excluding ***Collision*** - to ***Your*** Cycle)

We will pay for direct and accidental loss to ***your covered cycle***, other than by loss caused by ***collision***, less the applicable deductible shown in the Declarations. Loss caused by breakage of glass, missiles, falling objects, fire, lightning, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, or contact with a bird or animal shall not be deemed to be loss caused by ***collision***.

Exclusions

We will not pay for:

1. Loss to ***your covered cycle*** which occurs while it is used to carry persons or property for a fee.
2. Damage due and confined to wear and tear, freezing, mechanical and electrical breakdown or failure, or road damage to tires. This exclusion does not apply if the damage results from the total theft of ***your covered cycle***.
3. Loss due to radioactive contamination.
4. Loss due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution, or any consequence of any of these.
5. Loss to any vehicle other than ***your covered cycle***.

6. Loss to any:

1. tools;
2. wearing apparel; or
3. personal effects.

This exclusion does not apply to a covered Department of Transportation approved motorcycle helmet worn at the time of the collision.

7. For physical damage sustained while ***your covered cycle*** is used by any person competing in:

(a) any hill climbing exhibition;
(b) any race;
(c) any speed contest;
(d) any marathon-type contest; or
(e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

8. Loss due to confiscation by any duly constituted government or civil authority.

9. Loss while ***your covered cycle*** is used in any illicit trade or transportation.

10. Loss if ***your covered cycle*** has been abandoned.

11. Loss of or damage to any:

a) custom;
b) optional; or
c) added equipment;

not included as standard by the manufacturer of ***your covered cycle*** unless added by endorsement to this policy. This exclusion does not apply if the value of all nonstandard equipment is $500 or less.

12. Loss if ***your covered cycle*** is in the care, custody or control of anyone for the purpose of selling ***your covered cycle.***

13. Loss due to conversion, embezzlement or secretion by any person in possession of ***your covered cycle*** under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance.

14. Any additional loss due to ***your*** failure to take reasonable steps to protect the ***motorcycle*** after an accident.

Limits of Liability

Our limit of liability for loss will be the lesser of:

1. the ***actual cash value*** of ***your covered cycle*** at the time of loss; or
2. the ***actual cash value*** of a part, if the loss is part of ***your covered cycle***; or
3. the amount necessary to repair or replace the property at the time of loss less ***depreciation/betterment***.

Our limit of liability under Collision Coverage for loss to ***your*** covered Department of Transportation approved motorcycle helmet shall not exceed a maximum of $400. This coverage applies only to the helmet and does not apply to communication equipment installed in the helmet.

Payment of Loss

We may pay for loss in money, or, at ***our*** option, either repair or replace the damaged or stolen property. ***We*** may, at ***our*** expense, return any stolen property to ***you*** at the address shown in this policy. If ***we*** return stolen property, ***we*** will pay for any damage resulting from the theft. ***We*** may keep all or part of the property at an agreed or appraised value, but ***you*** may not abandon ***your covered cycle*** to ***us***.

We may settle any claim for loss either with ***you*** or the owner of the property. Payment of loss may not be required nor shall legal action lie against ***us*** unless, as a condition precedent, ***you*** will have fully complied with all the terms of this policy, nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

No Benefit To Bailee

This insurance shall not directly or indirectly benefit any carrier or other bailee.

Other Insurance

If other insurance also covers the loss, ***we*** will pay only ***our*** share. ***Our*** share is the proportion that ***our*** limit of liability bears to the total of all applicable limits.

Appraisal

If ***we*** and ***covered person*** disagree as to the amount of loss, either of us may, within 60 days after proof of loss, demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select a third. Each shall state the cash value and submit the differences to the third appraiser. An award in writing of any two shall decide the amount of the loss. Each party will pay the expenses it incurs and bear the expenses of the third appraiser equally.

PART IV - Uninsured Motorists Coverage

We will pay damages which a ***covered person*** is legally entitled to recover from the owner or operator of an ***uninsured motor vehicle*** because of ***bodily injury*** and ***property damage sustained*** by a ***covered person*** and caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the ***uninsured motor vehicle.***

Any judgment for damages arising out of a suit brought without ***our*** written consent is not binding on ***us***.

The insurance afforded under this Part applies separately to each ***covered person***, but the inclusion of more than one ***covered person*** shall not increase the limit of ***our*** liability.

Covered person, as used in this Part means:

1. ***You,*** any ***family member*** or any other person ***occupying your covered cycle.***

2. Any person who is entitled to recover damages because of ***bodily injury*** sustained by a person described in 1 above.
3. Any person who is entitled to recover damages under a wrongful death statute of any state because of the death of a ***covered person*** under 1 and 2 above.

Property damage means damage to or destruction of a ***covered persons*** property.

Uninsured motor vehicle means a motor vehicle or trailer of any type of which:

1. there is no applicable bodily injury liability and property damage liability insurance with limits complying with the financial responsibility requirements of the State of South Carolina; or
2. the insurance carrier successfully denied coverage; or
3. the insurance carrier is declared insolvent, or is in delinquency proceedings, suspension or receivership, or is proven unable fully to respond to a judgment; and
4. there is no bond or deposit of cash or securities in lieu of bodily injury and property damage liability insurance; or
5. the owner of the ***motor vehicle*** has not qualified as a self-insurer in accordance with the applicable provisions of law.

The term ***uninsured motor vehicle*** includes a ***motor vehicle*** which causes ***bodily injury*** or ***property damage*** to a ***covered person*** and the owner or operator of which is unknown provided that:

1. the ***covered person*** or someone in his behalf reports the accident to some appropriate policy authority within a reasonable time after its occurrence;
2. the injury or damage was caused by physical contact with the unknown vehicle, or the accident was witnessed by someone other than the owner or operator of the insured vehicle and that witness submits a signed affidavit attesting to the truth of the facts of the accident;
3. the ***covered person*** was not negligent in failing to determine the identity of the other vehicle and its driver at the time of the accident;
4. the ***covered person*** or someone for him files with us within 30 days or as soon as practical thereafter, a written statement that he has a cause of action for damages against an unidentified person; and
5. the ***covered person*** or someone for him makes available, at ***our*** request, the ***motor vehicle occupied*** by the ***covered person***, at the time of the accident.

The term ***uninsured motor vehicle*** does not include a ***motor vehicle*** owned by the United States of America or any governmental unit or agency.

Motor vehicle means a self-propelled vehicle designed for use on a highway and includes trailers and semi-trailers designed for use with these vehicles. The term ***motor vehicle*** does not include traction engines, road rollers, farm tractors, tractor cranes, power shovels, well drillers or any vehicle propelled by electric power from overhead wires but not operated on rails.

Exclusions

1. ***We*** do not provide Uninsured Motorist coverage for ***bodily injury*** or ***property damage*** sustained by any person:

   a. While ***occupying***, or when struck by any motor vehicle or trailer of any type owned by ***you*** or any ***family member*** which is not insured for this coverage under this policy.
   b. If any person or his legal representative settles his bodily injury claim with any person or organization alleged to be responsible for the injuries without ***our*** written consent.
   c. While ***occupying your covered cycle*** when it is being used to carry persons or property for a fee.
   d. For ***bodily injury*** sustained while ***your covered cycle*** is used by any person competing in :

      (1) any hill climbing exhibition;
      (2) any race;
      (3) any speed contest;
      (4) any marathon-type contest;
      (5) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

   e. Using ***your covered cycle*** without ***your*** permission to do so, or if permission was granted, if the use was outside the scope of ***your*** permission.

2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' or workmen's compensation, disability benefits or similar law or property insurer.
3. Under no circumstances shall this coverage apply to ***you*** or any other person unless claim is made to ***us*** in writing within one year from the date the accident occurred.
4. ***We*** do not cover the United States of America or any of its agencies as a ***covered person***, a third party beneficiary or otherwise.
5. There is no coverage for ***property damage*** to the first $200 of the amount of damage to the property of each ***covered person*** as the result of any one accident.
6. There is no coverage for ***property damage*** if the ***covered person*** has been compensated by insurance or otherwise.

Limits of Liability

Regardless of the number of ***covered cycles***, ***covered persons***, claims made or ***motor vehicles*** involved in the accident, the most ***we*** will pay for damages resulting from any one accident is the limit on ***your covered cycle*** involved in the accident.

1. The limit of bodily injury liability for Uninsured Motorists Coverage stated in the declarations as applicable to "each person" is the limit of ***our*** liability for all damages, including those for care or loss of services, due to ***bodily injury*** sustained by one person as the result of any one accident.

2. The limit of bodily injury liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of ***our*** liability for all such damages because of ***bodily injury*** sustained by two or more persons as the result of any one accident.
3. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more ***covered persons*** as the result of any one accident.
4. Any amount payable under this coverage shall be reduced by all sums:

(a) paid or payable under any Uninsured Motorists Coverage applicable on the vehicle involved in the accident;
(b) paid or payable by or for anyone who is legally responsible, including all sums paid under the policy's liability insurance.

5. If separate policies with us are in effect for ***you*** or any ***family member***, they may not be combined to increase the limit of ***our*** liability for a loss.
6. Any amount paid under this insurance will reduce any amount a ***covered person*** may be paid under the policy's liability insurance.

Other Insurance

When a ***covered person occupies*** a ***motor vehicle*** not described in this policy, this insurance is excess over any other similar insurance available to the ***covered person*** for ***bodily injury*** and the insurance which applies to the ***occupied*** vehicle is primary.

If none of a ***covered person's motor vehicles*** is involved in the accident, coverage is available to the extent of coverage on any one ***covered cycle***. Coverage on any other vehicles shall not be added to that coverage.

Except as provided above, if the ***covered person*** has other similar bodily injury insurance available to him and applicable to the accident, the damages for ***bodily injury*** will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the ***covered person*** has other insurance against a loss covered by the uninsured motorists provisions of this policy, ***we*** will not be liable for more than ***our*** pro-rata share of the total coverage available.

With respect to ***property damage***, this insurance shall be excess over other valid and collectible insurance applicable to the damaged property.

We will not be liable for a greater proportion of any loss under this coverage than its limit of liability bears to the sum of the applicable limits of liability and this and all such other insurance.

Trust Agreement

If ***we*** pay any ***covered person*** for a loss under this coverage:

1. ***We*** are entitled to recover from the ***covered person*** an amount equal to such payment from the proceeds of any settlement or judgment made on his behalf against the person or organization legally responsible for the ***bodily injury*** or ***property damage.***
2. The person to or for whom ***we*** make payment must hold in trust for ***us*** all rights to recover money which he may have against the person or organization legally responsible for the ***bodily injury*** or ***property damage.***
3. The ***covered person*** must do everything proper to secure ***our*** rights and do nothing to prejudice these rights.
4. If ***we*** ask in writing, the ***covered person*** will take necessary or appropriate action, through a representative designated by ***us***, to recover payment as damages from the responsible person or organization; if there is a recovery, then ***we*** shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this.
5. The ***covered person*** must execute and deliver to ***us*** any legal instruments or papers necessary to secure his and ***our*** rights and obligations.

PART V - Duties After an Accident or Loss

We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. Written notice must be sent to ***us*** as soon as practicable after the loss occurs. A person seeking any coverage must:

1. Cooperate with ***us*** in the investigation, settlement or defense of any claim or suit.
2. Promptly send ***us*** copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, at ***our*** expense and as often as ***we*** reasonably require, to physical examination by physicians ***we*** select.(Parts II and IV only)
4. Authorize ***us*** to obtain medical reports and other pertinent records. (Parts II and IV only).
5. Notify the police within 24 hours if ***your covered cycle*** is stolen.
6. Permit ***us*** to inspect and appraise the damaged property and submit to examination under oath.

PART VI - General Conditions (Applying to All Parts Unless Noted)

1. POLICY PERIOD AND TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period shown in the Declarations which take place within the United States of America, its territories or possessions, or Canada and, with respect to physical damage coverages only, while ***your covered cycle*** is being transported between ports thereof.

2. LEGAL ACTION AGAINST OTHERS (Part IV)

If a ***covered person*** or his lawyer files suit before ***we*** make a settlement under Part IV, he must immediately provide ***us*** with a copy of the pleadings.

3. TWO OR MORE *MOTORCYCLES* INSURED

When two or more ***motorcycles*** are insured under this policy, the terms of this policy shall apply separately to each, but the inclusion of more than one ***motorcycle*** shall not increase ***our*** limit of liability.

4. A *COVERED PERSON'S* ASSISTANCE AND COOPERATION (Parts I, III, and IV)

A ***covered person*** shall cooperate with ***us*** and, at ***our*** request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The ***covered person*** shall not, except at his own cost, voluntarily make any payments, assume any obligations or incur any expense at any time other than for such immediate medical treatment of others as shall be imperative at the time of the accident.

After ***we*** are notified of a claim as specified in PART IV, ***we*** may require the ***covered person*** to take action that may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the ***bodily injury***.

5. LEGAL ACTION AGAINST *US*

No legal action will lie against ***us*** until there has been full compliance with all the terms of this policy. In addition, under the Liability coverage, no legal action will lie against ***us*** until ***we*** agree in writing that the ***covered person*** has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring ***us*** into any action to determine the liability of a ***covered person***.

6. ASSIGNMENT

Your rights and duties under this policy may not be assigned without ***our*** written consent.

If ***you*** die, this policy will cover ***your*** surviving spouse; if covered under the policy prior to ***your*** death, and until the expiration of the policy term:

(a) the executor or administrator of ***your*** estate, but only while using ***your covered cycle*** and only while acting within the scope of his duties;
(b) any person having proper custody of and using ***your covered cycle***, as a ***covered person***, until the appointment and qualification of the executor or administrator of ***your*** estate.

7. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement or amendment issued to form a part of this policy.

8. *OUR* RIGHT TO RECOVER PAYMENT (PARTS II, III, and IV)

A. If ***we*** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, ***we*** shall be subrogated to that right. That person shall do whatever is necessary to enable ***us*** to exercise ***our*** rights and shall do nothing after loss to prejudice them.

B. If ***we*** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for ***us*** the proceeds of the recovery and shall reimburse ***us*** to the extent of ***our*** payment.

9. CANCELLATION

This policy may be cancelled by ***you*** by surrendering to ***us*** or any of ***our*** authorized agents or by mailing to ***us*** written notice stating when the cancellation shall be effective. This policy may be cancelled by ***us*** by mailing to ***you*** at the address shown in this policy written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of the notice shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of written notice either by ***you*** or by ***us*** shall be equivalent to mailing.

If this policy is cancelled, ***you*** may be entitled to a premium refund. The premium refund, if any, will be computed according to ***our*** manuals. Payment or tender of unearned premium is not a condition of cancellation.

After this policy has been in effect for 90 days or, if the policy is a renewal policy, ***we*** will not cancel except for any of the following reasons:

(a) ***You*** do not pay the initial premium on other than a renewal policy or any additional premium for this policy or fail to pay any premium installment when due to ***us***;
(b) ***You*** or any other operator who either resides in ***your*** household or customarily operates a motor vehicle insured under this policy has had his driver's license suspended or revoked during the policy period or, if it is a renewal policy, during its policy period or the 90 days preceding the last anniversary of the effective date;
(c) ***You*** become a non-resident of South Carolina and register ***your*** South Carolina motor vehicle in another state.

10. RENEWAL

We will not refuse to renew this policy unless written notice of ***our*** refusal to renew is mailed to ***you***, at the address shown in this policy, at least 15 days prior to the expiration date. The mailing or delivery of this by ***us*** will be sufficient proof of notice.

This policy will expire without notice if any of the following conditions exist:

(a) ***You*** do not pay any premium as ***we*** require to renew this policy.
(b) ***You*** have informed ***us*** or ***our*** agent that ***you*** wish the policy to be cancelled or not renewed.

(c) ***You*** do not accept ***our*** offer to renew or ***you*** refuse to provide ***us*** with renewal classification and rating information as ***we*** may require.

11. BANKRUPTCY

Bankruptcy or insolvency of the ***covered person*** shall not relieve ***us*** of any obligations under this policy.

12. DECLARATIONS

By accepting this policy, ***you*** agree that:

a. the statements in ***your*** application and in the Declarations are ***your*** agreements and representations;
b. this policy is issued in reliance upon the truth of these representations; and
c. this policy, along with the application and Declarations, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

13. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

a) at the time of application; or
b) at any time during the policy period; or
c) in connection with the presentation or settlement of a claim.

14. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

15. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are amended to conform to such statutes.

J. C. Stewart
Secretary

GEICO INDEMNITY COMPANY

O. M. Nicely
President

GEICO

GEICO Indemnity Company

Policy Number:

Motorcycle Policy Amendment
Towing Coverage

Your policy is amended as follows:

If ***you*** pay a premium for this coverage when due, ***we*** agree with ***you*** that Towing Coverage is provided under ***your*** Motorcycle Policy subject to the following:

1. Mechanical labor up to one hour at the place of breakdown;
2. If your ***covered cycle*** will not run, towing to the nearest repair facility, not to exceed 75 miles, where the necessary repairs can be made;
3. Towing if ***your covered cycle*** is disabled on or within 10 feet of a public highway.

There will be a limit of one reimbursement per disablement.

We offer two methods of securing service when Towing Coverage is purchased:

The first method, "sign and drive", features a toll-free number in which the ***covered person*** calls a service representative who will dispatch a service vendor. Upon verification of Towing coverage, reasonable and necessary charges for up to the policy limit will be automatically billed to ***us*** by the service vendor. The ***covered person*** need only sign a receipt at the time of service which authorizes ***us*** to directly pay the service vendor. Any additional over mileage or other fees not specifically addressed above will be at the ***covered person's*** expense.

The second method occurs when the ***covered person*** does not use the "sign and drive" feature described above and hires services without prior approval from the Towing Coverage Department. Upon verification of Towing coverage, reasonable and necessary charges for up to a limit of $75 will apply. Requests for reimbursement must be accompanied by an itemized receipt and must be submitted within 60 days of service.

We affirm this amendment.

W. C. E. Robinson
Secretary

O. M. Nicely
President

CRA-663c(1-06)

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Policy Number:

Motorcycle Policy Amendment (South Carolina)

Your policy provisions are amended as follows:

DEFINITIONS

Item **4.** and the paragraph following **4.** in the definition of ***your covered cycle*** is replaced as follows:

4. a trailer owned by ***you,*** designed specifically to be towed by a ***motorcycle***, and not being used for business or commercial purposes.

Your covered cycle does not include a three wheeled ***motorcycle*** unless, and until, it meets ***our*** underwriting criteria and an additional premium is paid. A covered three wheeled ***motorcycle*** must be manufactured or reconstructed from a two wheeled ***motorcycle*** and powered by an engine originally designed for use only with a ***motorcycle.***

The following definitions are added:

Electric personal assistive mobility device means a three wheel or less non-tandem wheeled device that is self-balancing and propelled by an electric propulsion system designed for transporting one person.

Loaner motor vehicle means any motor vehicle which is provided by a duly licensed dealer for temporary use for demonstration purposes or as a replacement while ***your covered cycle*** is out of use because of its:

1. breakdown;
2. service; or
3. repair.

The following definitions under **Part III** are replaced as follows:

Actual cash value means the replacement cost of ***your covered cycle*** or property less ***depreciation*** and/or ***betterment.***

Betterment is improvement of ***your covered cycle*** or property to a value greater than its pre-loss condition.

Depreciation means a decrease or loss in value to ***your covered cycle*** or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.

The following definition is added to **Part III** only:

Custom parts or equipment means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

(a) are permanently installed or attached; or
(b) alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in ***your covered cycle,*** using bolts or brackets, including slide-out brackets.

PART I

Liability Coverages (Coverage A: *Bodily Injury*; Coverage B: Property Damage)

Your covered cycle **3.** is revised to read as follows

3. not furnished for ***your*** or a ***family member's*** regular use but only during the time it is actually being driven or operated by ***you***. This coverage applies to liability coverages only and is excess insurance over any other valid insurance. However, if the ***motorcycle*** is a ***loaner motor vehicle***, this coverage shall be primary.

Exclusions

The following exclusion is revised:

7. For ***bodily injury*** or property damage losses sustained while ***your covered cycle*** is used in, or in preparation or practice for:

(a) any hill climbing exhibition or any other contest or demonstration;
(b) any race, speed contest, spontaneous racing or stunting activity of any nature;
(c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
(d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

The following exclusions are added:

14. For punitive or exemplary damages.

15. For ***bodily injury*** or property damage while ***occupying***, using or operating an all terrain vehicle.

16. For ***bodily injury*** or property damage while ***occupying***, using or operating an electric personal assistive mobility device.

17. For ***bodily injury*** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination.

18. For ***bodily injury*** or property damage due to bio-chemical attack or exposure to bio-chemical agents.

Other Insurance

The last sentence of **Other Insurance** is revised as follows:

However, any insurance we provide for a ***motorcycle you*** do not own shall be excess over any other collectible insurance; except that in the event of a loss to a ***loaner motor vehicle***, this coverage shall be primary.

PART II

Coverage C: Motorcycle Medical Payments

The last sentence of the first paragraph is replaced to read as follows:

We will pay only those expenses incurred within one year from the date of the accident up to the stated limit for each person.

Exclusions

Exclusion **7.** is replaced with the following:

7. For ***bodily injury*** losses sustained while ***your covered cycle*** is used in, or in preparation or practice for:

(a) any hill climbing exhibition or any other contest or demonstration;
(b) any race, speed contest, spontaneous racing or stunting activity of any nature;
(c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
(d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

The following exclusions are added:

10. For ***bodily injury*** due to bio-chemical attack or exposure to bio-chemical agents.

11. For ***bodily injury*** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.

PART III

Coverage E: Physical Damage Coverage

Exclusions

The following exclusions are amended:

7. Comprehensive and ***collision*** losses sustained while ***your covered cycle*** is used in, or in preparation or practice for:

(a) any hill climbing exhibition or any other contest or demonstration;
(b) any race, speed contest, spontaneous racing or stunting activity of any nature;
(c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
(d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

11. Loss to ***custom parts or equipment*** unless the existence of those ***custom parts or equipment*** has been previously reported to us and an endorsement to the policy has been added.

12. Loss resulting from:

(a) the acquisition of a stolen vehicle;
(b) any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
(c) any confiscation, seizure or impoundment of a vehicle by governmental authorities; or
(d) the sale of ***your covered cycle***.

The following exclusions are added:

15. Loss for any liability assumed under any contract or agreement.

16. Loss for the destruction, impoundment, confiscation or seizure of ***your covered cycle*** by governmental or civil authorities due to its use by ***you***, a ***family member*** or a permissive user of the vehicle.

17. Loss due to bio-chemical attack or exposure to bio-chemical agents.

18. Loss that results from nuclear exposure or explosion including resulting fire, radiation or contamination.

Limit Of Liability

Limit Of Liability is replaced as follows

The limit of ***our*** liability for loss will be the lesser of:

1. the ***actual cash value*** of ***your covered cycle*** at the time of loss; or
2. the cost to repair or replace the property, or any of its parts or ***custom parts or equipment***, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the loss.

Actual cash value of property will be determined at the time of the loss and will include an adjustment for ***depreciation*** and/or ***betterment*** and for the physical condition of the property.

Our limit of liability under ***Collision*** coverage for loss to ***your*** covered Department of Transportation approved motorcycle helmet shall not exceed a maximum of $400. This coverage only applies to the helmet, not to communication equipment installed in the helmet.

Other Insurance is replaced as follows:

Other Insurance

If other insurance also covers the loss, ***we*** will pay only our share. ***Our*** share is the proportion that ***our*** limit of liability bears to the total of all applicable limits. However, in the event of a loss to a ***loaner motor vehicle***, this insurance shall be primary.

PART IV

Coverage J: Uninsured Motorist Coverage is amended as follows:

Exclusions

Exclusion 1. d. is revised as follows:

d. For ***bodily injury*** or property damage losses sustained while ***your covered cycle*** is used in, or in preparation or practice for:
   (1) any hill climbing exhibition or any other contest or demonstration;
   (2) any race, speed contest, spontaneous racing or stunting activity of any nature;
   (3) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
   (4) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

The following exclusions are added:

7. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.

8. ***Bodily injury*** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.

9. ***Bodily injury*** or property damage due to bio-chemical attack or exposure to bio-chemical agents is not covered.

PART VI

General Conditions

General Condition **1., POLICY PERIOD AND TERRITORY,** is replaced with the following:

1. **TERRITORY - POLICY PERIOD**

   This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or, with respect to physical damages only, when the ***motorcycle*** is being transported between ports thereof.

   Unless otherwise cancelled, this policy will expire as shown on the Declarations. But, it may be continued by ***our*** offer to renew and ***your*** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire as stated on the Declarations.

The following paragraph is added to General Condition **5., LEGAL ACTION AGAINST *US***:

If ***we*** retain salvage, ***we*** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If ***you*** ask ***us*** immediately after a loss to preserve the salvage for inspection, ***we*** will do so for a period not to exceed 30 days. ***You*** may purchase the salvage from ***us*** if ***you*** wish.

General Condition **6., ASSIGNMENT** is replaced with the following:

6. ASSIGNMENT

Your rights and duties under this policy may not be assigned without ***our*** written consent.

If ***you*** die, this policy will cover:

(a) ***your*** surviving spouse;

(b) the executor or administrator of ***your*** estate, but only while operating ***your covered cycle*** and while acting within the scope of his duties;

(c) any person having proper temporary custody of and operating ***your covered cycle***, as a ***covered person***, until the appointment and qualification of the executor or administrator of ***your*** estate; and

(d) under the Medical Payments Coverage, a person who was a ***family member*** at the time of ***your*** death.

General Condition **7., CHANGES,** is replaced with the following:

7. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If ***we*** do so, ***your*** policy will automatically include the broader coverage when effective in ***your*** state.

The premium for each ***motorcycle*** is based on the information we have in ***your*** file. ***You*** agree:

(a) that ***we*** may adjust ***your*** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed;

(b) that ***you*** will cooperate with ***us*** in determining if this information is correct and complete; and

(c) that ***you*** will notify ***us*** of any changes in this information.

Any calculation or recalculation of ***your*** premium or changes in ***your*** coverage will be based on the rules, rates and forms on file, if required, for ***our*** use in ***your*** state.

The following conditions are added:

16. DISPOSAL OF *MOTORCYCLE*

If ***you*** relinquish possession of a leased vehicle or if ***you*** sell or relinquish ownership of ***your covered cycle***, any coverage provided by this policy for that vehicle will terminate on the date ***you*** do so.

17. OTHER INSURANCE

If other insurance is obtained on ***your covered cycle*** any similar insurance afforded under this policy for that ***motorcycle*** will terminate on the effective date of the other insurance.

18. EXAMINATION UNDER OATH

The ***covered person*** or any other person seeking coverage under this policy must submit to examination under oath by any person named by ***us*** when and as often as ***we*** may require.

19. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of South Carolina.

We affirm this amendment.

W. C. E. Robinson
Secretary

GEICO INDEMNITY COMPANY

William E. Roberts
President

GEICO

GEICO Indemnity Company

Policy Number:

Motorcycle Policy Amendment

All-Terrain Vehicle Coverage

Your policy is amended to include an ***all-terrain vehicle*** as follows:

We agree with ***you*** that we will provide coverage for an ***all-terrain vehicle*** listed in the declarations for which this amendment is attached. All other coverages and policy provisions of the policy apply.

DEFINITIONS

The following definition is added:

All-terrain vehicle means a self-propelled motorized vehicle with more than two wheels, with open-air driver's seating designed principally for off-road use on various types of unpaved terrain.

The definition of ***motorcycle*** is amended to include an ***all-terrain vehicle***.

LIABILITY COVERAGES

EXCLUSIONS

The following exclusion applies:

An ***all-terrain vehicle you*** do not own is not covered.

PHYSICAL DAMAGE COVERAGES

The following definition applies:

Custom parts or equipment means:

1. Non-stock sidecars;
2. Trike conversion kits;
3. A trailer designed to be pulled behind a ***motorcycle*** or ***all-terrain vehicle***; or
4. Paint, equipment, devices, accessories, enhancements, and changes other than those which are original manufacturer installed, which:
   a) Are permanently installed or attached; or
   b) Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in ***your motorcycle***, using bolts or brackets, including slide-out brackets.

EXCLUSIONS

The following exclusion is added:

Coverage under the Physical Damage coverages does not apply to damage to ***your motorcycle*** that is designed for operation principally off public roads, if the damage does not affect the structure or safe operation of ***your motorcycle***. Such damage includes, but is not limited to, paint chips, scratches, scrapes, and minor dents.

UNINSURED MOTORISTS COVERAGE (Includes Underinsured Motorists Coverage and Uninsured Motorists Property Damage Where Applicable)

An ***uninsured motor vehicle*** (or ***underinsured motor vehicle***, where applicable), as defined, does not include an ***all-terrain vehicle***:

A. That is designed mainly for use off public roads while not on public roads; and

B. That is not required to be registered as a motor vehicle.

We affirm this amendment.

J.C. Stewart
Secretary

O. M. Nicely
President

ENDORSEMENT

LOSS PAYABLE CLAUSE

The Policy Number and Effective Date need be completed only when this endorsement is issued subsequent to preparation of the policy.

Policy Number:

Effective Date:

Any covered loss under the Physical Damage Coverages of the policy will be paid jointly to the insured and the Lienholder in the Declarations. ***We*** may settle a claim at ***our*** option by separate payment to the insured and the Lienholder. The Lienholder's interest will not be protected:

1. When fraud, misrepresentation, material omission, or intentional damage has knowingly been committed by or at the direction of any insured; or

2. In any case of conversion, embezzlement, secretion, or intentional damage to the vehicle(s) by or at the direction of any insured, or any owner of the vehicle(s); or

3. For any loss or damage caused by, or reasonably expected to result from, a criminal act or omission of any insured or any owner of the vehicle(s). This applies regardless of whether any insured, or any owner of the vehicles(s) is actually charged with, or convicted of a crime. For the purpose of this clause, criminal acts or omissions do not include traffic violations.

The Lienholder has no greater rights under the provisions of the policy than any insured.

The Lienholder must notify ***us*** if they become aware of any increased hazard or change of ownership of the vehicle(s) or they will lose all rights under this policy.

If any insured fails to file with ***us*** a Proof of Loss within 91 days after the loss, the Lienholder must do so within the following 60 days.

Whenever ***we*** pay the Lienholder, ***we*** shall be subrogated to the Lienholder's rights of recovery to the extent of ***our*** payment to the Lienholder. If the policy is in effect as to the Lienholder but has been canceled as to any insured, the Lienholder must assign the loan to ***us*** to the extent of ***our*** payment, if ***we*** ask.

We will notify the Lienholder at least 10 days and not less than the notice period required by law before ***we*** cancel their interest in the policy.

This endorsement forms a part of ***your*** policy. It is effective at 12:01 A.M. local time at ***your*** address on the effective date shown above.

GEICO Indemnity Company

GEICO INDEMNITY COMPANY **SOUTH CAROLINA INFORMATION AND OPTION FORM**

IMPORTANT PLEASE READ CAREFULLY

IF YOU ARE A NEW POLICYHOLDER OR HAVE JUST MOVED TO SOUTH CAROLINA, AND DO NOT COMPLETE, SIGN AND RETURN THIS FORM, your policy will be issued to include Uninsured Motorist and Underinsured Motorist limits equal to your Bodily Injury and Property Damage liability limits This may result in a change to your premium

IF YOU ARE A CURRENT POLICYHOLDER, you must complete, sign and return this form only if you want to make changes to your policy.

UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE

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

You also have the right to buy Additional Uninsured Motorist Coverage, in various limits, up to the limits of the liability coverage you have purchased. The limits of Additional Uninsured Motorist Coverage are shown on this form, together with the additional premium ranges for those increased limits. You may not purchase Uninsured Motorist Coverage with limits in excess of your liability limits.

Uninsured Motorist Coverage pays up to the first limit for one person and, subject to the first limit for any one person, up to the second limit for all persons injured or killed in one accident.

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

Your motor vehicle insurance policy will include Underinsured Motorist Coverage equal to your Bodily Injury and Property Damage liability limits unless you complete, sign and return this form indicating that you have made a change to your Underinsured Motorist Coverage. The limits of Optional Underinsured Motorist Coverage are shown on this form, together with the additional premium ranges for those limits. You may not purchase Underinsured Motorist Coverage with limits in excess of your liability limits.

The extent to which you can collect under this coverage is the difference between the amount of your damages and the at-fault party's liability coverage limits, up to the limits you select If none of your insured vehicles is involved in the accident, Underinsured Motorist Coverage is available to you up to the limits of Underinsured Motorist Coverage on any one of your insured vehicles.

The premium ranges are per vehicle and may vary based upon the type of vehicle, operator(s), discounts, fees, territory and/or surcharges applied.

It is important that you understand that, if you reject Additional Uninsured Motorist Coverage and/or Optional Underinsured Motorist Coverage on this form and if you are involved in a motor vehicle accident, then this form may be used by us as evidence against you if we deny your claim for either of these coverages.

OFFER OF UNINSURED MOTORIST COVERAGE

COVERAGE LIMITS AND RATES

Mandatory Limit.
$25,000/$50,000/$25,000 = $19.00 to $638.00

Offer of Additional Uninsured Motorist Coverage.

☐ $50,000/$100,000/$25,000 = $20 00 to $706.00

☐ $100,000/$300,000/$50,000 = $25.00 to $868.00

☑ I wish to reject the offer of Additional Uninsured Motorist Coverage.

In order to validate your rejection of our offer of Additional Uninsured Motorist Coverage, you must also sign and date below.

5/5/15
Signature/date

OFFER OF UNDERINSURED MOTORIST COVERAGE

COVERAGE LIMITS AND RATES

Offer of Optional Underinsured Motorist Coverage:

☐ $25,000/$50,000/$25,000 $23 00 to $780 00

☐ $50,000/$100,000/$25,000 $27 00 to $878.00

☐ $100,000/$300,000/$50,000 $32.00 to $1,073.00

☑ I wish to reject the offer of Optional Underinsured Motorist Coverage:

In order to validate your rejection of our offer of Optional Underinsured Motorist Coverage, you must also sign and date below.

5/5
Signature/date

IMPORTANT NOTICE

If you do not complete this form and return it to us within 30 days, we are required by law to add Additional Uninsured Motorist Coverage and Optional Underinsured Motorist Coverage, in the same limits as your liability insurance, to your policy. You will be required to pay the additional premium for each of these coverages and your policy may be canceled for non-payment of that additional premium

EXHIBIT 2

PENGAD 800-631-6989

GEICO Indemnity Company

INSURED'S/APPLICANT'S ACKNOWLEDGMENT

By your signature, you acknowledge that you have read, or have had read to you, the above explanations and offers

In the future, if you wish to increase or to decrease the limits of Additional Uninsured Motorist Coverage or Optional Underinsured Motorist Coverage, you must contact GEICO at either the web site or telephone number below. You will not be presented with another copy of this form when you extend, change, supersede, or replace your motor vehicle liability insurance policy.

Signature | James Brown | 5/8/15
Print Name | Date

We will answer any questions pertaining to these coverages. Please visit us at geico.com or call us toll free at 1-800-841-3000. You may return this form to us at

GEICO Indemnity Company
One GEICO Center
Macon, GA 31295-0001

For any further questions you may contact the South Carolina Department of Insurance via either e-mail at consumers@doi.sc.gov; phone at (803) 737-6180 or 1-800-768-3467, or mail to Consumers Services Division, P.O. Box 100105, Columbia, SC 29202-3105

ELECTRONICALLY FILED - 2018 Jan 29 9:57 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER,)	
)	
Plaintiff,)	
)	
vs.)	**ANSWER AND COUNTERCLAIM**
)	(Declaratory Judgment)
GEICO INDEMNITY COMPANY,)	
)	
Defendant.)	
)	

The Defendant, GEICO Indemnity Company (hereinafter "GEICO"), hereby submits the following as its Answer to the Plaintiff's Complaint and by way of counterclaim for declaratory judgment:

FOR A FIRST DEFENSE
(General Denial)

1. The Defendant admits the allegations of paragraph 1 of the Complaint upon information and belief.
2. In response to the allegations of paragraph 2, the Defendant is a corporation organized and existing under the laws of a state other than South Carolina, with its principal place of business in a state other than South Carolina, which is authorized to issue and does issue policies in the State of South Carolina. As such, complete diversity exists between the parties.
3. The allegations of paragraph 3 of the Complaint contain legal conclusions which require no response from this Defendant.
4. The Defendant lacks sufficient information and knowledge as to form a belief to the truth of the allegations of paragraphs 4 and 5, and therefore denies the same.

ELECTRONICALLY FILED - 2018 Jan 29 9:57 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

5. The Defendant admits the allegations of Paragraph 6 upon information and belief and craves reference to the policy in question.

6. In response to the allegations of Paragraph 7 of the Complaint, the Defendant craves reference to its records and, until then, lacks sufficient information and knowledge as to form a belief as to the truth of the allegations of paragraph 7, and therefore denies the same.

7. The allegations of Paragraph 8 contain legal conclusions which require no response from this Defendant.

8. In response to the allegations of Paragraphs 9 and 10, the Defendant craves reference to its records but admits the same upon information and belief.

9. The Defendant lacks sufficient information and knowledge as to form a belief to the truth of the allegations of paragraphs 11, 12, and 13, and therefore denies the same.

10. In response to the allegations of Paragraph 14, 15, 16, and 17, the Defendant craves reference to its records but admits the same upon information and belief. The signed rejection form is attached hereto as Exhibit # 2 and incorporated by reference.

11. In response to the allegations of Paragraph 18, the Defendant hereby re-alleges and incorporates the allegations of paragraphs 1 through 10 of the Answer as fully and effectively as if set forth herein verbatim.

12. The allegations of Paragraphs 19 and 20 of the Complaint contain legal conclusions which require no response from this Defendant. To the extent that a response is required, the Defendant asserts that it has complied with South Carolina law to make a meaningful offer of UIM coverage and that the Plaintiff made a voluntary, informed decision to reject coverage, and that such is conclusively established under S.C. Code of Laws §38-77-350.

ELECTRONICALLY FILED - 2018 Jan 29 9:57 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

13. The Defendant denies the allegations of Paragraphs 21, 22, 23, 24, 25, and 26, being all of the remaining allegations of the Plaintiff's First Cause of Action. The Defendant specifically denies that there is any requirement that the UIM form be completed by an insurance producer or a representative of the insured, as appears to be alleged by the Plaintiff. To the extent that any further response is required, the Defendant asserts that it has complied with South Carolina law to make a meaningful offer of UIM coverage and that the Plaintiff made a voluntary, informed decision to reject coverage, and that such is conclusively established under S.C. Code of Laws §38-77-350.

14. In response to the allegations of Paragraph 27, the Defendant hereby re-alleges and incorporates the allegations of paragraphs 1 through 13 of the Answer as fully and effectively as if set forth herein verbatim.

15. The Defendant denies the allegations of paragraphs 28, 29, and 30, being all of the remaining allegations of the Plaintiff's Complaint.

16. The Defendant denies each and every allegation of the Plaintiff's Complaint that is not hereinabove specifically admitted, qualified, or explained.

FURTHER ANSWERING AND AS A SECOND DEFENSE
(Compliance with S.C. Code of Laws §38-77-350)

17. That the Defendant has complied with the requirements of S.C. Code of Laws §38-77-350 in offering optional coverages and uses a form approved by the Director of the South Carolina Department of Insurance, said form being executed and signed by the named insured, which constitutes a complete defense to this action as South Carolina law states that compliance with this section satisfies the insurer and agent's duty to explain and offer optional coverages and higher limits and no person, including but not limited to an insurer and insurance agent is liable in an action for damages on account of the selection

made by the named insured.

FURTHER ANSWERING AND AS A THIRD DEFENSE
(Meaningful Offer)

18. The Defendant asserts that it has complied with South Carolina law to make a meaningful offer of UIM coverage and that the Plaintiff made a voluntary, informed decision to reject coverage, and that such constitutes a complete bar to this action.

FURTHER ANSWERING AND AS A FOURTH DEFENSE
(Knowing Selection of Coverage)

19. That the Plaintiff, who is the named insured, executed and signed the form and made an informed knowing selection of coverage and specifically rejected the offer of underinsured motorist coverage and neither the insurance company nor an insurance agent is liable to the named insured under the policy for the insured's failure to purchase optional coverage or higher limits.

FURTHER ANSWERING AND FOR A FIFTH DEFENSE
(Rule 12(b)(6) Motion to Dismiss)

20. That the Complaint fails to state facts sufficient to state a cause of action and each cause of action should therefore be dismissed as a matter of law pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. This motion is based upon the grounds that the Plaintiff is attempting to insert a requirement into the law that does not exist, that assertion being that the form *must* be filled out by an insurance producer or a representative of the insurer, which is not a requirement of South Carolina law.

FURTHER ANSWERING AND AS A SIXTH DEFENSE
(Motion to Dismiss pursuant to S.C. Code of Laws §38-77-350(B)

21. That S.C. Code of Laws §38-77-350(B) conclusively presumes that, if the form is signed by the named insured, after it has been completed by an insurance producer or a

ELECTRONICALLY FILED - 2018 Jan 29 9:57 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

representative of the insurer, there was an informed, knowing selection of coverage and neither the insurance company nor an insurance agent is liable to the named insured under the policy for the insured's failure to purchase optional coverage or higher limits.

FURTHER ANSWERING AND AS A SEVENTH DEFENSE
(Motion to Dismiss pursuant to S.C. Code of Laws §38-77-350(D)

22. That S.C. Code of Laws §38-77-350(D) establishes that compliance with this section satisfies the insurer and agent's duty to explain and offer optional coverages and higher limits and no person, including, but not limited to an insurer and insurance agent is liable in an action for damages on account of the selection or rejection made by the named insured. This action should therefore be dismissed as a matter of law.

FURTHER ANSWERING AND AS A EIGHTH DEFENSE
(Reasonable Conduct)

23. That this Defendant acted in a reasonable and prudent manner in all aspects of the offer of coverage, the issuance of the policy, the investigation of the claim, the interpretation of the policy, and the adjustment of the Plaintiff's claims and that there does exist a reasonable ground for contesting the disputed portions of the claims of the Plaintiff and such constitutes a complete defense to the Plaintiff's claims for bad faith and attorney's fees.

FURTHER ANSWERING AND BY WAY OF COUNTERCLAIM
(Declaratory Judgment)

24. That the allegations of paragraphs 1 through 23 of the Answer are hereby re-alleged and incorporated by reference as fully and effectively as if set forth herein verbatim.

25. That GEICO Insurance Company is a corporation organized and existing under the laws of a State other than the State of South Carolina, with its principal place of business in a

ELECTRONICALLY FILED - 2018 Jan 29 9:57 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

ELECTRONICALLY FILED - 2018 Jan 29 9:57 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

State other than the State of South Carolina. That GEICO Insurance Company is licensed to transact business and sell insurance in the State of South Carolina.

26. That the Plaintiff is a citizen and resident of the County of Beaufort, State of South Carolina.

27. That complete diversity exists between the parties.

28. That the amount in controversy exceeds $75,000.00.

29. That this Honorable Court has jurisdiction over the parties and subject matter of this action.

30. That this is an action for declaratory judgment brought pursuant to S.C. Code Ann. §15-53-10 et. seq. for the purposes of determining the present and existing controversy between the parties hereto.

31. That the Plaintiff purchased a policy for automobile insurance with the Defendant, GEICO Indemnity Company, policy number 4390-46-24-08 (hereinafter referred to as the "policy"), a copy of which is attached hereto and incorporated by reference as Exhibit # 1.

32. That the Plaintiff was provided with a meaningful offer of UIM coverage as referenced in the signed form, attached hereto as Exhibit # 2 and incorporated by reference.

33. That said form is approved by the Director of the South Carolina Department of Insurance as complying with South Carolina law.

34. That the Plaintiff executed and signed the form.

35. That the Plaintiff specifically rejected UIM coverage.

36. That the Plaintiff made a voluntary informed decision to reject such coverage.

37. That S.C. Code of Laws §38-77-350(B) conclusively presumes that, if the form is signed

ELECTRONICALLY FILED - 2018 Jan 29 9:57 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

by the named insured, after it has been completed by an insurance producer or a representative of the insurer, there was an informed, knowing selection of coverage and neither the insurance company nor an insurance agent is liable to the named insured under the policy for the insured's failure to purchase optional coverage or higher limits.

38. That the Defendant GEICO Insurance Company seeks a declaration that it is under no duty to pay the Plaintiff for the alleged loss under the circumstances and is informed and believes that the declaratory judgment sought by it herein will terminate the controversy among the parties to this action as to the potential coverage for the alleged loss and will remove the uncertainties hereinabove mentioned and the Defendant is furthermore informed and believes that it has no adequate remedy at law or otherwise except by way of declaratory judgment under S.C. Code Ann. §15-53-10 et. seq.

WHEREFORE, having fully answered the Plaintiff's Complaint and setting forth its counterclaim, the Defendant prays that the Plaintiff's Complaint be dismissed, for judgment on its counterclaim, for attorney's fees and the costs of the action, and for such other and further relief as this Honorable Court deems just and proper.

RESPECTFULLY SUBMITTED:

s/ *Tom Milligan*

Thomas H. Milligan (Fed. ID # 4848)
MILLIGAN & POGUE, PC
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Telephone: (843) 971-6750
Facsimile: (843) 971-6509
Email: tom@milliganlawfirm.com

March 8, 2017
Mt. Pleasant, South Carolina

ATTORNEYS FOR GEICO
INDEMNITY COMPANY

ELECTRONICALLY FILED - 2018 Jan 29 11:09 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	C/A No.: 2017-CP-07-00241
Jamar Markel Bronner,	)	
	)	
Plaintiff,	)	
	)	
v.	)	REPLY TO COUNTERCLAIM
	)	
GEICO Indemnity Company,	)	
	)	
Defendant.	)	
	)	

The Plaintiff replies to Defendant's Counterclaim as follows:

1. Paragraph 24 improperly incorporates by reference the allegations of paragraphs 1 through 23 of the Defendant's Answer, thereby requiring no response from Plaintiff. To the extent a response is required, Plaintiff denies all allegations of paragraphs 1 through 23 of the Defendant's Answer that are inconsistent with the Plaintiff's Complaint.

2. He admits the allegations of paragraphs 25, 26, and 27.

3. He denies the allegations of paragraph 28.

4. The allegations of paragraph 29 state conclusions of law to which the Plaintiff is required neither to admit nor to deny.

5. The allegations of paragraph 30 state conclusions of law to which Plaintiff is required neither to admit nor to deny. To the extent a response is necessary, Plaintiff submits that the South Carolina Declaratory Judgments Act is applicable to this matter.

6. Answering the allegations of paragraph 31, Plaintiff admits that he purchased the policy of automobile insurance from the Defendant, policy number 4390-46-24-08; however, he denies the remaining allegations of paragraph 31 inasmuch as he does not believe that the copy attached as Exhibit 1 to the Counterclaim is a complete copy of said insurance policy.

ELECTRONICALLY FILED - 2018 Jan 29 11:09 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

7. He denies the allegations of paragraph 32.

8. Upon information and belief, he admits the allegations of paragraph 33.

9. Answering the allegations of paragraph 34, he admits that he made the handwritten marks on the subject form; however, he denies that this complied with S.C. Code Ann. §38-77-350 (1976, as amended) or that he made a knowing and voluntary rejection of a meaningful offer of UIM coverage.

10. He denies the allegations of paragraphs 35 and 36 inasmuch as the offer of UIM coverage by Defendant was not meaningful in accordance with South Carolina law.

11. The allegations of paragraph 37 state conclusions of law to which the Plaintiff is required neither to admit nor to deny. Plaintiff craves reference to the statute mentioned therein for its exact terms and conditions and denies the allegations of paragraph 37 to the extent they are inconsistent therewith.

12. Answering the allegations of paragraph 38, Plaintiff admits that this dispute is an appropriate subject for a declaratory judgment action; however, Plaintiff denies any allegations that suggest that Defendant is entitled to the relief which it seeks by its Counterclaim.

13. Plaintiff denies each and every allegation of the Defendant's Counterclaim which is inconsistent with the allegations of Plaintiff's Complaint.

14. Plaintiff denies each and every allegation of the Defendant's Counterclaim which is not hereinabove admitted.

FURTHER REPLYING TO DEFENDANT'S COUNTERCLAIM AND AS AN ADDITION DEFENSE, PLAINTIFF ALLEGES:

15. Defendant's Counterclaim admits that Defendant failed to comply with the requirements of S.C. Code Ann. §38-77-350 (1976, as amended); therefore, Plaintiff is entitled to judgment on the pleadings pursuant to SCRCP 12(c).

ELECTRONICALLY FILED - 2018 Jan 29 11:09 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

FURTHER REPLYING TO DEFENDANT'S COUNTERCLAIM AND AS AN ADDITION DEFENSE, PLAINTIFF ALLEGES:

16. Defendant's Counterclaim fails to set forth facts sufficient to constitute a claim for the recovery of attorney's fees as prayed for in the Counterclaim; therefore, the Defendant's claim for attorney's fees should be dismissed pursuant to SCRCP 12(b)(6).

WHEREFORE, having fully replied to the Defendant's Counterclaim, Plaintiff respectfully requests that this Court dismiss the Defendant's Counterclaim or, alternatively, portions thereof, that it grant the declaratory judgment prayed for in Plaintiff's Complaint, and that it grant the Plaintiff such other and further relief as it may deem reasonable and proper.

J. Olin McDougall
MCDOUGALL LAW FIRM
Post Office Box 1336
Beaufort, SC 29901
Tel.: (843) 379-7000
Fax: (843) 379-7007
Email: lin@mlflaw.co

and

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P. A.

BY: /s/ Bert G. Utsey, III
Bert G. Utsey, III
123 South Walter Street
Post Office Box 1164
Walterboro, SC 29488
Tel.: (843) 549-9544
Fax: (843) 549-9546
Email: butsey@pmped.com

Attorneys for Plaintiff

April 20, 2017
Walterboro, South Carolina

ELECTRONICALLY FILED - 2018 Jan 19 8:23 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	C/A No.: 2017-CP-07-00241
Jamar Markel Bronner,	)	
	)	
Plaintiff,	)	
	)	
v.	)	NOTICE AND MOTION
	)	FOR SUMMARY JUDGMENT
GEICO Indemnity Company,	)	
	)	
Defendant.	)	
	)	

TO: THOMAS MILLIGAN, ATTORNEY FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will move this Honorable Court, at a time and place to be arranged by the Court and counsel involved, for an Order pursuant to SCRCP 56 granting summary judgment in his favor, finding Defendant failed to make a meaningful offer of underinsured motorist ("UIM") coverage to Plaintiff as required by S.C. Code Ann. § 38-77-160 (1976, as amended), reforming the subject insurance policy (the "Policy"), and declaring that the Policy provides UIM coverage for Plaintiff's personal injury claim in an amount equal to the Policy's liability coverage limits.

This Motion is made upon the following grounds:

1. Defendant issued the Policy without UIM coverage before it provided Plaintiff with the UM/UIM selection/rejection form or otherwise explained UIM coverage to him;

2. Defendant issued the Policy without UIM coverage before it provided Plaintiff with the amount of the premium it would cost for him to purchase UIM coverage;

3. Defendant is not entitled to the presumption afforded by S.C. Code Ann. § 38-77-350 (1976, as amended) because Defendant's UM/UIM selection/rejection form:

   a. The process used by Defendant to notify Plaintiff about the availability of UIM coverage was not commercially reasonable;

   b. Fails to provide a clear explanation of the premium Defendant would charge Plaintiff if he selected UIM coverage;

   c. Fails to provide an accurate description of available UIM limits; and

ELECTRONICALLY FILED - 2018 Jan 19 8:23 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

d. Was not "completed by an insurance producer or a representative of the insurer".

4. Defendant cannot meet its burden of establishing it made a meaningful offer per the requirements of *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, 291 S.C. 518, 354 S.E.2d 555 (1987) because:

   a. It did not make an oral offer of UIM coverage during the application process and therefore cannot meet its burden of proof;

   b. The process used by Defendant to notify Plaintiff about the availability of UIM coverage was not commercially reasonable; and

   c. Defendant did not intelligibly advise Plaintiff of the nature of UIM coverage before issuing the Policy without that coverage.

This Motion will be supported by the pleadings and record herein, the UM/UIM selection/rejection form and other documents produced by Defendant related to the Policy, Plaintiff's deposition, Defendant's deposition testimony from the case of *Scites v. GEICO*, the applicable law and rules of civil procedure, the arguments of counsel, and such other matters as may be received by the Court prior to any hearing hereon.

J. Olin McDougall
MCDOUGALL LAW FIRM
Post Office Box 1336
Beaufort, SC 29901
Tel.: (843) 379-7000
Fax: (843) 379-7007
Email: lin@mlflaw.co

and

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P.A.
1 Wesley Drive, Suite 1-B
Charleston, SC 29407
P.O. Box 30968 (29417)
(843) 549-9544
butsey@pmped.com

BY: /s/ Bert G. Utsey, III
BERT G. UTSEY, III

Attorneys for Plaintiff

January 18, 2018
Walterboro, South Carolina

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER,)	
)	
Plaintiff,)	
)	
vs.)	**DEFENDANT'S NOTICE OF MOTION AND**
)	**MOTION FOR SUMMARY JUDGMENT**
GEICO INDEMNITY COMPANY,)	
)	
Defendant.)	
)	

TO: BERT G. UTSEY, III AND J.OLIN McDOUGALL, ATTORNEYS FOR THE PLAINTIFF:

PLEASE TAKE NOTICE that ten (10) days after service hereof, or as soon thereafter as counsel may be heard, the Defendant, GEICO Indemnity Company, will move before the Presiding Judge of the Fourteenth Judicial Circuit, at a time and place to be arranged with the court and counsel involved, for an order entering a summary judgment in favor of the Defendant, GEICO Indemnity Company, dismissing the Plaintiffs' complaint pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, and granting the Defendant's prayer for declaratory judgment on the grounds that pleadings and depositions previously taken, or taken hereto, and any affidavits that may be served upon counsel prior to the hearing, show that there is no genuine issue as to any material fact, and therefore this defendant is entitled to summary judgment as a matter of law.

The plaintiff filed this declaratory action asserting that the Defendant failed to make an effective offer of Underinsured Motorist Coverage (UIM) to the Plaintiff. Based upon the records, depositions and affidavits, it has been shown that the Defendant made an effective offer of UIM coverage to the Plaintiff and that the Plaintiff rejected UIM coverage. The Plaintiff

executed and signed the UIM rejection form, and GEICO is entitled to a conclusive presumption that there was a knowing, informed rejection of the coverage. This motion may also be supported by a memorandum which may be filed and served prior to the hearing.

THE MILLIGAN HERNS, LLC

s/ Tom Milligan

Thomas H. Milligan, Esquire
721 Long Point Road, Suite 401
Mt. Pleasant, SC 29464
(843) 971-6750

ATTORNEYS FOR DEFENDANT

February 27, 2018
Mt. Pleasant, SC

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

ELECTRONICALLY FILED - 2019 Jan 18 3:40 PM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	C/A No.: 2017-CP-07-00241
Jamar Markel Bronner,	)	
	)	
Plaintiff,	)	
	)	NOTICE AND MOTION
v.	)	TO ALTER OR AMEND
	)	
GEICO Indemnity Company,	)	
	)	
Defendant.	)	
	)	

TO: THOMAS MILLIGAN, ATTORNEY FOR PLAINTIFF:

PLEASE TAKE NOTICE that, pursuant to Rule 59(e), SCRCP, the Plaintiff hereby moves this Honorable Court to alter its Order dated January 17, 2019 granting Defendant's ("GEICO's") Motion for Summary Judgment (the "Order") and to deny that motion or, in the event it is unwilling to change its ruling, to amend the Order to make specific findings and conclusions with respect to the issues and arguments raised by Plaintiff in opposition to the motion (including those highlighted below).

The present motion is based on the following grounds, which are not fully addressed in the Order:

1. GEICO's offer form did not satisfy all requirements of S.C. Code § 38-77-350(A) (1976, as amended) because:

   a. Defendant's process of issuing the policy with underinsured motorist ("UIM") coverage rejected before providing the UIM offer form to Plaintiff and then providing the offer form to Plaintiff along with documents stating that UIM had already been rejected was not a commercially reasonable notification process.

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b. The offer form did not adequately specify the premium applicable to the UIM limits that GEICO offered and therefore failed to satisfy S.C. Code § 38-77-350(A)(2) (1976, as amended).

c. The offer form was not completed as required by S.C. Code § 38-77-350(B) (1976, as amended) because Plaintiff checked the boxes, not GEICO. *See Floyd v. Nationwide,* 367 S.C. 253, 262, 626 S.E.2d 6, 12 (2005).

d. GEICO's offer form offered UIM coverage with unavailable limits and limits that contravened the terms of S.C. Code § 38-77-160 (1976, as amended).

2. Plaintiff's signature on GEICO's offer form does not trigger the statutory presumption that GEICO made a meaningful offer of UIM coverage because the offer form did not comply with the requirements of S.C. Code § 38-77-350(A) (1976, as amended).

3. There are genuine issues of material fact as to whether GEICO complied with the requirements of *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1987) (the "*Wannamaker* test").

a. The Court should not consider the *Wannamaker* test because the written offer form was a new offer of UIM coverage and the Court's analysis should be limited to whether that form complied with Section 38-77-350. *See Antley v. Nobel Ins. Co.,* 350 S.C. 621, 567 S.E.2d 872 (Ct. App. 2002) (when an insurer undertakes to make a "new" offer of UIM coverage to its insured, even if not required to, the new offer must satisfy statutory standards).

b. The *Wannamaker* test is only relevant – if at all (see a. above) – if GEICO's offer form fails to comply with Section 38-77-350. For the reasons discussed above and in Plaintiff's previous filings, the form does not.

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c. Under the *Wannamaker* test, an insurer cannot satisfy its burden of proof by relying solely upon an offer form that fails to satisfy Section 38-77-350. *See Grinnell Corp. v. Wood*, 389 S.C. 350, 358, 698 S.E.2d 796, 800 (2010). "To meet its burden of proof, an insurer must provide evidence outside of the offer form itself to prove satisfaction of the *Wannamaker* test." *Grinnell Corp. v. Wood*, 378 S.C. 458, 663 S.E.2d 61, 68- 69 (Ct. App. 2008).

d. Here, the only source for additional evidence was the telephone conversation between Plaintiff and GEICO's employee Steven Stewart.

e. In the light most favorable to Plaintiff, the facts demonstrate that Stewart did not discuss UIM coverage in that telephone conversation. Plaintiff testified Stewart did not explain UIM coverage, did not discuss the option of rejecting UIM coverage, and did not advise him of the premium to add UIM coverage to the subject insurance policy. (Bronner depo., pp. 38, 52, 73-74). Stewart testified he did not remember the telephone conversation. (Stewart depo., p. 56).

f. In the absence of evidence that GEICO provided Plaintiff with necessary information about UIM coverage in the telephone conversation, the Court could not validly find or conclude that GEICO satisfied the *Wannamaker* test because the only other evidence was the offer form that did not comply with Section 38-77-350.

4. GEICO did not satisfy the *Wannamaker* analysis even under a view of the facts most favorable to it given the issues with the form discussed above with respect to Section 38-77-350 as well as GEICO's failure to advise Plaintiff of the specific premiums applicable to the range of available limits. *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, 291 S.C. 518, 521, 354 S.E.2d

555, 556 (1987) ("the insurer must specify the limits of optional coverage ... [and] the insured must be told that optional coverages are available for an additional premium"); *American Security Ins. Co. v. Howard*, 315 S.C. 47, 51, 431 S.E.2d 604, 607 (Ct. App. 1993) (the form must state the dollar amounts of available optional coverages and must list a separate premium amount for each of the specified limits).

5. GEICO failed to make a "meaningful offer" of UIM coverage because it failed to provide Plaintiff "with adequate information, and in such a manner, as to allow [him] to make an intelligent decision of whether to accept or reject the coverage." *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1987).

J. Olin McDougall
MCDOUGALL LAW FIRM
Post Office Box 1336
Beaufort, SC 29901
Tel.: (843) 379-7000
Fax: (843) 379-7007
Email: lin@mlflaw.co

and

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P. A.

BY: /s/ Bert G. Utsey, III
Bert G. Utsey, III
123 South Walter Street
Post Office Box 1164
Walterboro, SC 29488
Tel.: (843) 549-9544
Fax: (843) 549-9546
Email: butsey@pmped.com

Attorneys for Plaintiff

January 18, 2019
Walterboro, South Carolina

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BY:

State of South Carolina)	Court of Common Pleas
)	14th Judicial Circuit
County of Beaufort)	No.: 2017-CP-07-00241
Jamar Markel Bronner,)	
)	
Plaintiff,)	
)	**HEARING**
vs.)	
)	October 31st, 2018
GEICO Indemnity Company,)	
)	
Defendant,)	
)	

Hearing reported by Deborah S. Thomas, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina; said hearing held before Honorable Marvin H. Dukes, III, Beaufort County Master in Equity and Special Circuit Court Judge in accordance with the South Carolina Rules of Civil Procedure, at the Beaufort County Courthouse, 102 Ribaut Road, Room 212, Beaufort, South Carolina on October 31st, 2018, at the hour of 10:09 a.m.

DEBORAH S. THOMAS, CVRM
156 Argent Way
Bluffton, South Carolina 29909
(803) 206-7390

Appearances

Representing the Plaintiff:

BERT GLENN UTSEY, III, ESQUIRE
Peters Murdaugh Parker Eltzroth & Detrick, PA
Post Office Box 30968
Charleston, South Carolina 29417
butsey@pmped.com

J. OLIN MCDOUGALL, II, ESQUIRE
McDougall Law Firm, LLC
Post Office Box 1336
Beaufort, South Carolina 29901-1107
lin@mlf.law

Representing the Defendant:

THOMAS H. MILLIGAN, ESQUIRE
Milligan & Herns, PC
721 Longpoint Road, Suite 401
Mount Pleasant, South Carolina 29464
tom@milliganlawfirm.com

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EXHIBIT INDEX

Exhibits:	Marked at Page
(Exhibits retained by Clerk of Court.)	
NONE PROFFERED.	

* * * * *

This hearing is conducted in accordance with the South Carolina Rules of Civil Procedure.

JUDGE DUKES: Good morning. We're here in 2017-CP-07-00241. This is Bronner versus GEICO -- and cross motions for summary judgment?

MR. UTSEY: Yes, sir.

JUDGE DUKES: Okay. Cross motions for summary judgment. And I've got a paper copy of the Plaintiff's memo in support of motion for summary judgment. I also have a variety of filed documents on e-filing here in front of me. Happy to take the motions in order. Who filed the first motion for summary --

MR. UTSEY: I believe we filed first, Your Honor. And to make a couple things clear about the record. As I mentioned before we went on the record this morning, there -- I think three depositions that I believed had been filed in connection with these motions. And now that I look at in preparation for the argument today, I realize that they probably were not electronically filed.

Mr. Milligan and I have discussed it. And what I would do, if it's acceptable to you, is to

e-file those later today. And we would all agree that they would be part of the record for purposes of your consideration of these motions.

JUDGE DUKES: That would be fine. Is the entire deposition applicable or is it just excerpts that you all --

MR. UTSEY: I'll be happy to work with Mr. Milligan to dwindle it down to the extent possible. I'm sure that there are some portions that you won't need to review, but --

MR. MILLIGAN: It may be easier just to file the whole thing because I haven't had a chance to look at what he want's to put in. If we just file the whole thing, that way either one of us can refer to it. And if necessary, we can point out the page and line to you that we both think are significant to save you some time. But for the record -- from our point of view, those would include the Plaintiff Mr. Bronner's deposition and the deposition of Stephen Stewart who is an affiant that was -- whose affidavit was filed in support of the defendant's motion for summary judgment.

We deposed him after that was filed as well as a deposition that is referenced in our motion and I thought had been filed with it, but

it's not. It's Rose Barrage, another employee of the Defendant, who filed an affidavit in support of defense motion here that she had previously been deposed in another similar case as a Rule 30(b)6 deposition -- representative, rather, of the defendant. So we've submitted that as well.

And I don't know if Mr. Milligan had any other depositions other than what he's already filed, but certainly we would extend the same courtesy to him, have no objection to him adding those.

JUDGE DUKES: Okay. You all just let me know, maybe let Heather know when you plan on filing these things with the notes that say please refer to line what, page what. Just be on the same page on that.

What I may do is, either on or off the record at you all's preference, we'll have a conference call after I get those. Because, honestly, you know, if I get those ten days from now, get a chance to look at them a few weeks from now, I may very well have forgotten a significant portion of what you all are arguing today. So, I might just need a refresher.

MR. UTSEY: And what I would propose

to do on my behalf, I filed that motion -- excuse me -- memorandum early this morning. It's supported by our motion and in opposition to defense motion. In there I've recited some of the facts, but I haven't done designations of depositions to refer to those facts.

I may just file a supplemental memorandum that could give you the pages of my designations and help supplement in that fashion.

JUDGE DUKES: Is a part of the documents, files, the waiver that was at issue? Is that in here somewhere?

MR. MILLIGAN: Yes, Your Honor. It should be Exhibit Number 10 to our motion for summary -- our memorandum in support of summary judgment. And I have a copy of it here if you'd like an extra copy.

JUDGE DUKES: I found it. Click on the ten. There it is.

MR. UTSEY: I should have made that Number 1 --

JUDGE DUKES: Well --

MR. UTSEY: -- but it's Number 10.

JUDGE DUKES: This is mostly about that and the circumstances surrounding it.

MR. UTSEY: Well --

MR. MILLIGAN: To some extent.

JUDGE DUKES: Okay. All right. All right then. With all that, I don't -- I'm going to get some depositions with some notes indicating which portions I should refer to within ten days, two weeks? What? You all tell me. Whatever you all can agree to because I'll need it with -- you know, you just upload the --

MR. UTSEY: Ten days or two weeks is fine with me. Whatever works for Mr. Milligan.

MR. MILLIGAN: Do you mind just giving me like five to ten days after he does so that I can respond?

JUDGE DUKES: Sure.

MR. UTSEY: No problem.

JUDGE DUKES: What I want, though, is a date that just -- where it's all in and I can look at it. So whatever you all can agree to on submission suits me. But at some point, I just need to know it's all there, you can now look at it. Because, I don't want to look at his and then try keep that in my brain while I'm waiting on yours.

MR. UTSEY: If you'll give me one second to look at my calendar, I'll tell you when

I'll have mine. Today's the 31st. Would Monday, November 12th be acceptable?

JUDGE DUKES: And then --

MR. MILLIGAN: Monday, November 19th for me?

JUDGE DUKES: Absolutely. And if you all would -- if that's going to be the date, if you would check back with Heather and at some point within five days or so or not less than five days from whatever date you just said, the 19th. That's going to take us through Thanksgiving. So it's going to be the beginning of September. But let's schedule a telephone conference on this issue so you all can say remember this motorcycle case? Waiver.

MR. UTSEY: You want us to go ahead and maybe after we're finished today maybe go ahead and get something on the books with her in anticipation of that?

JUDGE DUKES: Thirty minutes or something like that. Whatever works for you all. You're welcome to come back, but, I mean, I think we can --

MR. UTSEY: Save us both the trip? Thank you.

JUDGE DUKES: Okay. So I'll operate

with what I have which are some affidavits, but no depositions and some documents. So --

MR. MILLIGAN: Mr. Bronner's deposition is part of our --

JUDGE DUKES: It is? Okay.

MR. MILLIGAN: It's an Exhibit to ours.

MR. UTSEY: Oh, okay. I didn't realize that. Well, that makes that a little bit simpler. I'm happy to give you an overview whenever you're ready, Judge.

JUDGE DUKES: Yes, please.

MR. UTSEY: As you've already picked up and I'm sure you're familiar with these kinds of cases, this is a case involving a declaratory judgment and reclamation claim related to underinsured motorist coverage under motorcycle policy that GEICO, the defendant, issued to my client Mr. Bronner.

Mr. Bronner was seriously injured in a collision with a vehicle and his motorcycle. The liability limits were paid out and exhausted and he had then made a claim for UIM coverage with GEICO. GEICO says your policy doesn't have UIM coverage. So that brings this issue to a head before the court

as to whether GEICO satisfied its statutory duties to offer that coverage in a meaningful fashion.

And as is detailed in our memorandum and I'm sure you're aware, the law on this is very clear that the duties and obligations with respect to this optional coverage are on the insurer. In other words, this is not a question of does the insured come to an insurer and ask for this coverage.

The statutes 38-77-160 and as implemented by 38-77-350 impose a legal obligation on the insurance company to go to the insured and to make an offer of this optional coverage up to the liability limits under the policy. It doesn't matter, for example, whether an insured says I don't want to purchase any extra coverage. I want to keep my premium down.

Case law has said regardless of what the insured's intent is, this statutory obligation applies to the insurance company and the insurance company must satisfy this obligation in order to avoid having the policy performed.

So, for example, there's actually a case where the testimony was undisputed that the insured said, I told them I wanted to keep my premiums as low as I could. I didn't want to buy any optional

coverages. But because the insurance carrier failed to satisfy the statutory obligation of making this meaningful offer, the policy was preformed anyway.

Now, the case law as you -- as I'm sure you know, the Wanamaker case being the seminal case, has interpreted the statutory obligation of making an offer of underinsured motorist's coverage as requiring not simply an offer, but a meaningful offer.

And when the court looks at what is a meaningful offer, there are a number of requirements that have to be satisfied. These -- this is the insurance company's burden of proof under all the case law to prove that it satisfied all of these statutory obligations in making this offer.

There are two ways that an insurance company can go about demonstrating that it's made a meaningful offer under the Wanamaker which is the common law analysis. The elements of the meaningful offer are set forth.

And then under a separate -- a later enacted statute, Section 38-77-350, an insurance company can demonstrate that it's offer form satisfies the requirements set forth there.

There -- but there are three important

aspects of this transaction the court has to focus on. One is the process by which the insurance company makes the offer of coverage to the insured. Wanamaker case made it clear that that process must be commercially reasonable in the fashion that it calls into -- calls the insured's attention to it properly.

Secondly is the content of the offer. The content of the offer, among other things, includes the nature -- an explanation of the nature of the coverage, what underinsured coverage is, what it's not, what it does for the insured if he purchases it, what levels of coverage are available and the corresponding premiums for those levels, among other things. That's the content of the offer.

And then third and finally is the insured's response to the offer. In other words, can they prove that the insured properly rejected the offer if they're trying to avoid providing that coverage.

So those are the three main topics. I think it's important to consider from that perspective because Section 38-77-350, while it addresses the content of the offer as well as the insured's response to the offer, it doesn't address

that first requirement the courts have interpreted 38-77-160 as implying. And that's the commercial reasonableness of the offer.

And that's important in this case because the transaction at issue here, the court has to look at the commercial reasonableness of the way in which GEICO went about offering this coverage. And we believe that it was deficient under that interpretation of Wanamaker.

Most importantly if the court -- for the court to even get to the insured's conduct, that is the insured's response to the offer, the court first has to find that the defendant insurance company has made an offer via a commercially reasonable notification process.

And secondly that the content of the offer is satisfactory, that it is indeed meaningful under the statutory or Wanamaker standards. And then and only then does the question of what the insured said come into play.

So an insured's response, for example, to a less than meaningful offer is irrelevant. Case law has said it's the same as if there was no offer made at all. There was no meaningful offer. The fact that an insured may have declined coverage is

irrelevant. It doesn't even come into play under those circumstances.

Another important aspect that the case law demonstrates is that where an insurance company makes more than one offer of coverage even if it makes a valid or meaningful offer, initially, if it undertakes to a make subsequent offer of coverage, then that subsequent offer must satisfy those standards. It can't tack back on something that happened previously.

In other words, while it may not be obligated to make that second offer, once it makes a second offer, the second offer has to be meaningful, also. And that's important to this case because, as you'll see, this case essentially involves two alleged offers of underinsured motorist coverage.

Now, in this case, the first offer was an oral offer, at least allegedly. Mr. Bronner made a telephone call to GEICO while he was at the motorcycle dealership in order to purchase the coverage so he could take his new motorcycle on the road. In that telephone call, he had a conversation with a representative from GEICO. GEICO has identified that person as Mr. Stewart whose deposition we referenced a few minutes ago.

There is, frankly, a factual dispute as to the contents of that telephone conversation. But what is clear is that -- let me -- let me back up. That's not clear. What is in dispute is the discussion concerning underinsured motorist coverage.

Mr. Stewart says he explained the nature of the coverage to Mr. Bronner and quoted a total policy premium that included not only the bodily injury and uninsured motorist coverage that's necessary or required under law, but also included a premium for underinsured motorist coverage.

And then he claims he told Mr. Bronner how much the premium would be if he were to remove that coverage. In other words, your total premium, I think, was like $1,093. But if you don't buy underinsured coverage, it's going to be more like $600 or something like that.

And according to Mr. Stewart, Mr. Bronner declined insurance coverage or underinsured motorist coverage over the telephone at the time.

Mr. Bronner's testimony is in complete conflict with that. It says he doesn't recall any discussion of optional coverages. Does not recall any kind of quote for the premium on that.

As a bottom line, if the court's decision is to hinge on that telephone conversation, which would have been the first offer of underinsured motorist coverage, there really is an issue of fact on that topic that can't be resolved in the summary judgment stage.

Beyond that, Mr. Stewart testified that his basis for saying that that's what happened is not because all of that was documented in GEICO's records. It's not. It's not because he remembered it himself, because he didn't remember this transaction. It was just based on the fact that's the way he was trained to do it. So he assumes he did it that way when he dealt with Mr. Bronner.

But moving beyond that, what happens next is GEICO then issues the policy before having a signed rejection form by Mr. Bronner. It issues a policy. And on the declarations page where it says underinsured motorist coverage, it puts next -- it types in next to that, the insured rejects this. It doesn't put a premium amount or anything like that. And they mail that to Mr. Bronner who gets it. It's already saying that he's rejected the coverage before he signs it.

Along with that, they do include an

uninsured and underinsured motorist offer form. And in that offer form, among other things, they provide three levels of underinsured motorist coverage at his option. One was the 2550, basic limits which is what his liability limits were.

And there, I believe, a 50/100, and I believe a 100/300 were the different options. Next to each one there is not a specific premium quoted. Instead there is a list of your premium might be, I think, for the underinsured motorist coverage at basic limits is $232 to $780. In other words, it doesn't tell you specifically how much it's going to cost. It's got somewhere in between those numbers is what your premium is going to be.

Now, that's deficient for two reasons under both Wanamaker and under the statute. Keeping in mind that the requirements of a meaningful offer are for the insurance company to provide advice to the insured about the nature of the coverage and cost of that coverage so the insured can make an informed decision of whether to purchase it or not. That duty is on the insurance company to tell the insured what the corresponding premium is for each of the range of options it has made.

And here it didn't do that. It leaves him

guessing how much will my coverage go up if I elect this. Beyond that, it lists coverages in excess of the liability coverage, which it's not -- it can't do. It is provided two options in excess of 25/50, which legally it cannot write. And so the form is defective in that regard as well.

The response, as I understand that is, well, Mr. Bronner could have called GEICO up and said, well, is my premium $23 or is it $780 or somewhere in between? But that's not adequate for GEICO to satisfy its duty because that analysis would shift the obligation onto the insured with regard to the offer process.

The offer process, again, imposes a statutory duty on GEICO to make this meaningful offer before the insured responds. If that logic were valid, for example, GEICO could simply write a one line letter to an insured and say we are also required to offer you underinsured motorist coverage. If you have any questions about what it is, how much is available or what it costs, you can call us. We'll tell you because that's essentially what they did with the premiums here. They didn't give him any real valid basis to determine what his premium was in this offer form. So the offer form

itself is the content form, back to that, is defective.

Secondly, getting to that third aspect of the process, the response by the insured to the offer, it doesn't satisfy 38-77-350 either. Under 38-77-350, two things have to happen in the completion of that form in order for it to be valid. And, again, this assumes that the content was appropriate.

One, it has to be completed by an insurance producer or agent with respect to the selections. And, two, it needs to be signed by the insured. In this case it was signed by Mr. Bronner. That's not in dispute. But what's also not in dispute is that it was not completed by the insurance company representative or producer. It was completed, the checkmarks were completed by Mr. Bronner himself.

And that may seem like a so what sort of distinction, but it's a critical distinction. And it's one that our Supreme Court acknowledged in the Floyd versus Nationwide case. In Floyd versus Nationwide, the Supreme Court construed this identical Statute 38-77-350, Subsection B.

And at the time of the Floyd case,

Subsection B said that that -- the completion of the form had to be done by the insured. In other words, the insured had to be the one who checked the appropriate boxes for whether he selected or declined insurance -- underinsured coverage.

And in that case, what actually had happened is the insurance agent had completed it. And the insurance -- and the Supreme Court said, well, the statute is very express. This has to be completed by an insured. It was not completed by the insured. It was completed by the agent.

We must construe what the legislation says strictly. And in doing so, we construe this as meaning if it's completed by anybody other than the insured, you cannot rely on the statutory presumption of 38-77-350.

Now, what happened was shortly after that the insurance lobby went to the legislature and said you need to change this. Change it to where it says we can complete this form. And the legislature did. And so the revised or amended of 38-77-350(B) was adopted and was in effect when Mr. Bronner signed this form.

And under the revised version, it says that the agent or producer has to be the one

completing the form before the insured signs it. And so applying the identical logic of the Supreme Court in the Floyd case, one would have to conclude that in order to file the express terms of the statute of the legislative mandate, that form must be completed by an insurance producer or agent in order to give rise to the statutory presumption. And here it's undisputed that it was not.

Now, I've addressed the content of the form and the response to the form, but it's also, I think, important to address the overall process of the commercial reasonableness of this process and suggest it is not commercially reasonable and therefore fails the Wanamaker analysis.

And that's because the way this worked was GEICO got this in reverse. Instead of making the offer and allowing Mr. Bronner to choose what kind of coverages he wanted and then implementing that, it instead talked to him on the phone, issued the policy before getting this form, before reviewing all the requisites of the coverage with him. And then along with a document that said he didn't have the coverage and he had rejected the coverage, sending along an offer form purporting to offer that coverage.

Keep in mind that in the telephone conversation GEICO didn't say here are the different levels of coverages and here's how much each one costs. GEICO said here's what your total premium is and they included it without asking. And then said if you want to take it off, we'll take it off and your premium will go down to this which is typically going to entice most people to reduce their premium because that's what a lot of people shop for.

But by doing that before providing the insured with the explanation of the coverage and the nature of the coverage and, frankly, the value of having underinsured coverage is not commercially reasonable.

And, in fact, when questioned about it at his deposition, Mr. Bronner said, now that I know what it is, doggone right I would have wanted it. I would have bought it if I'd understood that. But I never was explained that and didn't understand it.

So in summary, we believe that, one, it wasn't a commercially reasonable process. Two, the content of the form was inadequate, both because of the premiums not being specified and because of the levels of coverage that they offered. And, three, the form was not completed properly.

We don't believe that the telephone conversation is relevant because GEICO, in essence, made an oral offer and then later made the written offer. And under the case law, you look at the new offer to determine whether it's adequate in order to determine whether they satisfied their statutory duty. You can't go backwards and try and patch up a defective subsequently offer with something that arguably was said earlier.

But finally, to the extent that you want to -- that you think it's appropriate to review that telephone conversation and anything that was discussed there, and as an aside there is no recording of this. Unlike a lot of phone calls, GEICO has testified that they only sporadically record telephone calls. This one was not recorded. So there is no record of the call, per se.

But to the extent you need to dive into what was arguably said during that telephone conversation, that would not be an appropriate matter for summary judgment because of the factual dispute of the testimony as to what was said.

JUDGE DUKES: Thank you so much.

MR. MILLIGAN: Okay. Your Honor, there's two basic ways for the insurance company, I

guess, to comply with the obligations of making an effective offer of UIM coverage. And the first is under the Statute 38-77-350. That's really primary way to do things nowadays. Wanamaker is more of a fallback position because it's older in time.

And the statute, first of all, requires that the insured use a form approved by the insurance commissioner. And that's what GEICO did. The statute says that that form must be used. So GEICO doesn't have any choice but to use this form that has been approved by our State government.

Secondly, the statute states that --

JUDGE DUKES: What is the form, the one that is on the insurance commissioner's website or something, is that in the filed documents here?

MR. MILLIGAN: It's basically the same thing. It matches that form and the form was approved by the insurance commissioner.

JUDGE DUKES: But, I mean, I guess to the point of how do you make a material offer if you don't know what the number is? How is that treated in the insurance commissions?

MR. MILLIGAN: The Commissioner -- the law requires that you provide a range in the premiums, and that's what the form does. And so by

complying with providing the range of the potential premiums, the insurer has complied with the law on that and matches the insurance department's form.

But also under Section B it states that if this form is signed by the named insurer after it has been completed by the insurance producer or a representative of the insurer, it is conclusively presumed that there was an informed, knowing selection of coverage and neither the insurance company nor an insurance agent is liable to the named insured or another insured under the policy for the insured's failure to purchase optional coverage or higher limits.

This is basically a trump card in this type of case. If this is -- form is signed and returned by the insured, it is conclusively presumed that the insurance company has met its obligations. It's not a rebuttable presumption. It's conclusive. It should end the case right here.

It says that compliance with this section -- and this is Section D. Compliance with this section satisfies the insurer and agent's duty to explain and offer additional coverages and higher limits and no person including, but not limited to an insurer, an insurance agent is liable in an

action for damages on account of the selection or rejection made by the named insured.

So under the very statute itself because Mr. Bronner signed this form and returned it, this case should be granted summary judgment for GEICO Insurance Company. Now, we also believe that what was done in this case complies not only with the statutory law, but also with Wanamaker.

In this case Mr. Bronner called up to GEICO on April 9 of 2015. He actually spoke to one of the best sales agents, Steve Stewart, who breaks out at 100 percent quality when his policy phone calls were monitored.

The process by GEICO is called a fair market application process, forces the sales agent to go through each step before moving on to another page which means that the coverages are explained. The premiums -- the exact premiums are provided to the potential buyer. And then the person makes a decision as to reject or accept the coverage on the telephone call.

Mr. Utsey made this point about the coverage being issued before this form was returned. That's by law. The law requires that you issue somebody insurance on the day that they agree to

purchase it so that he could drive his motorcycle off the lot.

Our law also requires that you send him this form and give him 30 days to respond, either rejecting or accepting the coverage. And the telephone application was followed up by email. And then on April 10th of 2015, GEICO mails the package. A commercially reasonable package that has been accepted by the insurance commissioner.

And in every single case, the package includes the declaration page that clearly lists that the coverage was rejected. It also includes the rejection form that Mr. Bronner is to sign and return. That is as required by law.

Mr. Bronner's deposition admitted that he read and understood what he received. Mr. Bronner did not immediately return the form. So on May 1st, 2015, GEICO sends him a follow-up letter. It says here is the form all by itself. You have to return this or in 30 days we are required by law to roll on the coverage and charge you a higher premium.

And so he gets this specified that he's got to fill it out and return it. And he does. He signs the rejection form and returns it rejecting

the coverage. Now, Mr. Utsey brought up this point of saying that the form has to be completed by an insurance producer or a representative of the insurer.

This form is produced by the insurer and a representative of the insurer and sent to them. All the insured has to do is check what he wants. And Mr. Bronner clearly checked that he rejected it and signed it. That is the conclusive presumption that is a hands down winner in this case.

The form goes on to state that if you want any further information, you can call GEICO or you can call the insurance commissioner. And that is as required by law and in the form as approved by the insurance commissioner.

JUDGE DUKES: Where do I find that form? Just out of curiosity. I'm referring to the form the insurance commissioner's approval is on. Is it within the regs?

MR. UTSEY: I -- they don't -- they don't have a standard form as I understand it. Each insurance company submits its form for approval and then the insurance commissioner approves that form. So Nationwide has its form. Allstate has its form. GEICO has its form.

MR. MILLIGAN: I thought -- I thought the insurance commissioner originally issued a form that everybody kind of copied. And I can see if I can find that for you if you don't mind me supplementing the record if I can find that.

MR. UTSEY: They did. And at one point the court ruled that it was invalid.

JUDGE DUKES: I mean, just to read, you know, 38-77-350(A) the director, I guess that's the insurance director, or his designee shall approval a form that automobile insurers shall use in an offering optional coverages. The form must be used by insurers for all new applicants.

So it almost sounds like there's one, but you all are saying it's each insurer since there --

MR. MILLIGAN: As a practical matter, I don't think they differ very much other than the names of the carriers.

JUDGE DUKES: Okay.

MR. MILLIGAN: It's pretty much a standard form that follows the insurance director's initiative. And --

JUDGE DUKES: I'm assuming A was done at some point.

MR. MILLIGAN: But also our courts --

I guess, there was old case law that said the best way is if the insured signs it. And they made the law so that even if an insurance agent fills it out for the insured, it's still effective. But basically it's saying that the best way is if the insured fills it out himself.

But here Mr. Bronner testified that he personally checked off all the boxes, rejected all optional coverages, and signed the form. And, like you said, that should end the case because it is a conclusive presumption.

Mr. Utsey, again, mentioned that the policy was issued immediately before providing the forms to the insured. That's by law. Under Section E, it says that the form has to be returned within 30 days of the policy being issued.

And so that -- GEICO is following the law by that. It's not a violation of the law nor does it violate Wanamaker or the statute. It's actually something of an impractical argument because it would prevent people from getting coverage immediately. Everyone would have to wait 30 days until this form was returned.

Mr. Utsey brought up the fact the insurance form as issued has a range of coverages.

First of all, that complies with the law. There's no violation of the law by doing so. That's what the form is. And it also fails for three reasons. 38-77-350(A.2) only requires a range of premiums and the range was provided as approved on the form by the insurance commissioner.

Secondly, Mr. Bronner was informed of the exact amount of premium when he made the telephone call. And that testimony is undisputed. Steve Stewart was very definite that he went through and provided the amount of premium. Mr. Bronner didn't dispute that. He just basically said he didn't recall.

And, thirdly, Mr. Bronner, if he wanted more information, he just had to call GEICO if he wanted more information. And so that convenience was available to him. Mr. Bronner also testified in his deposition that the amount of premium didn't make a bit of difference to him. He said that he would have purchased it even at the high-end of the range.

And that argument just doesn't make sense because if he would have purchased it at the high-end of the range, he would have purchased it. And said, give me your best deal below that. And so

those arguments just don't pass the test.

Mr. Utsey argued that the process was not commercially reasonable. And that fails to take into account that there is the clear explanation of the sales agent on the telephone call where he is forced by their fill-in application telephone process system to go through and provide the explanation of coverages as approved by the insurance commissioner, to list the premiums available.

And so the telephone call is commercially reasonable. And the package that is they sent to him as approved by the insurance commissioner. It's a commercially reasonable process to renotify them and confirm what has been done on the telephone call.

At then you have the form itself which has been held to constitute a meaningful offer complaint with 38-77-350 in cases such as Clinton versus West American Insurance Company.

This is a case where Mr. Bronner came in and he wanted the minimum coverage. He was offered higher coverages. He was explained the premium. He was given a second chance to deal with it with the rejection form, as required by law. He rejected

again.

And this case law was basically issued in response to many people getting coverages that they had never paid for. Mr. Bronner never paid a premium for UIM coverage. He never requested it. In fact, he specifically rejected it on the telephone call. He specifically rejected it on the rejection form. It -- like I said, that is a conclusive presumption. It's not overcome-able. And so GEICO should be granted summary judgment on this matter.

Just for the record, we have submitted a memorandum with 11 exhibits. I would like to reserve all arguments in that memorandum whether or not specifically referred to in oral arguments here in case there's any need for this to go further.

JUDGE DUKES: My understanding is really holding this issue open waiting on the depositions and will be back together in person if necessary, but attempt to be by telephone at some point next month; is that accurate?

MR. UTSEY: Yes, sir.

MR. MILLIGAN: Yes, sir.

MR. UTSEY: And if I may, I would like to rebut a couple of points that Mr. Milligan

made while it's all fresh here. I note your dialogue with him there's a lot of focused on the insurance commissioner approving this form. That case law has addressed that and the Supreme Court roundly stated that is not dispositive.

In Osborne versus Allstate, Butler versus Unison, and a number of other cases, the court has made it very clear that the approval by the insurance commissioner does not make a form valid. Because to do so, the court would, in essence, be allowing the insurance commissioner, part of the executive branch, to make a law contrary to what the general assembly has required in 38-77-160 or 38-77-350. In essence, it's a separation of powers issue.

Once the legislature says you have to do A, B and C or whatever to make a meaningful offer, the insurance commissioner certainly is charged with the ability to interpret that and to put it into a form. But in doing so, the insurance commissioner cannot change what the general assembly required. And if he does, even if he's approved a form, that form is invalid. And, in fact, the court has invalidated forms the insurance commissioner has approved on this very subject.

Secondly, the approval by the insurance commissioner goes to the content of the explanation of the coverage. And I think what you'll find is, like I said earlier, regardless of whether you choose to get an offer from GEICO or from Progressive or Allstate or whomever, that explanation of coverage is almost going to be identical in each of those forms in my experience. And that is approved by the insurance commissioner.

The format of the form is generally approved by the insurance commissioner, too. But there are specific -- there is specific data and information issued on every form that is specific to the insured. And the insurance commissioner doesn't approve that. The insurer inputs that. And where that's important in this case is the premium range that Mr. Milligan is arguing.

When the insurance company puts down a premium amount for a specific level of coverage, that's the insurance company putting that down, not the insurance commissioner. And so there's no evidence the insurance commissioner has said, GEICO, it's okay for you to put $23 and $780 down.

Mr. Milligan made reference to the statutory requirement to the range of coverages and

range of premiums. The reason it says the range of premiums, Your Honor, is because it anticipates offering a range of coverages.

So if you're purchasing something other than a minimum limits policy, for example, the insurance company will offer you underinsured coverage at minimum limits and at several other intervals up to the amount of your liability coverage. And so necessarily, there has to be a range of premiums because buying 25/50 coverage is typically cheaper than buying, say, 100/300 coverage. More coverage, more premium.

And that's what the reference of range of premiums relates to. If you were to construe it the way GEICO is arguing it, it would completely eradicate GEICO's responsibility under the statute to provide a meaningful explanation to the insured. One which the insured could then rely on and make a decision -- an informed decision as to whether to purchase the coverage.

Mr. Milligan made the argument that it would be impractical to have insurance companies get a rejection of underinsured motorist coverage first because they're required to issue a policy once it's been -- an application has been made over the phone

and payment has been made.

It's not impractical at all. And what I've seen a lot of other insurance companies do is they include that underinsured coverage in the policy when it's issued so that when Mr. -- if they had done it in this case when Mr. Bronner got the declarations page, it would have said, underinsured motorist coverage with 25/50 limits. And it would have had the premium amount on there so he could see how much that part of his coverage was costing him.

It would have included then an offer form saying if you choose to eliminate this, you sign this form and return it to us and make that change. And it goes back to that Subsection E that Mr. Milligan referenced in 38-77-350 that talks about that 30-day period. That's the way most insurance companies do it. You include it and then you give them the written explanation so that they can decline it if they choose not to decline it.

It protects the public better and it provides a commercially reasonable process that gives the insured an opportunity to reject it. With respect to the completion of the form, Mr. Milligan argued that everyone recognizes that the best way to complete these forms is for the insured to sign

it -- to fill it out and sign it.

But that's not what the statute says. And in fact, if you go back and read Floyd versus Nationwide, the Supreme Court rejected an almost identical argument from the insurance industry in that case. Remember that in Floyd the statute read the other way around at that time. It says that the insured had to fill it out. And in that case, the insurance company or insurance agent filled it out instead.

And what the insurance industry argued in Floyd is, well, this is a lot better if the insurance company fills it out. And that way it's real clear to the insured, you know, what his choice is and blah, blah, blah. And the court said, we don't care whether you think that's better or not. The statute says what the statue says and the statue says the insurance company -- the insured, rather, has to check that box.

Fast-forward to 2018 or to the point when this policy was purchased, like, 2015. The statute clearly says the insured has to fill out that box. So it doesn't say -- I mean, excuse me. It says the insurance producer has to fill that box in, the current version. The insurance agent or producer

has to fill out that box.

The court doesn't have the discretion to say, well, I think a better approach or a more desirable approach may be for the insured to check that box when the statute clearly says the only way to get statutory presumption is for the insurance producer or agent to fill it out. That's what it is. It's in black-and-white. There's only one option available there. And it's not a best way as Mr. Milligan suggested.

A couple of other quick points. Mr. Milligan said Mr. Bronner had testified that he read and understood the offer. On Page 48 of his deposition -- one second. That page -- Mr. Milligan says, also enclosed was a coverage option form and it said please read any enclosed State information and option forms for further instruction. Was that contained in the cover letter? He said, I believe so.

Question. it referred to a coverage description. It says this page provides explanation of insurance terms. Did you see that? Answer. I believe so.

Question. Did you read through this and understand what it said. Answer. No. Like I said,

I didn't read through the whole thing.

So that's what the testimony was at that point. And then Mr. Milligan said that it's undisputed that Mr. Stewart who is this all-star agent, customer service representative went through his protocol and offered this and gave the premium amount to Mr. Bronner.

But on Page 73 of Mr. Bronner's deposition he asked him. In either of your telephone conversations with GEICO representatives, did either of those representatives tell you the exact amount of the premium you would be charged if you decided to purchase an underinsured motorists coverage. Answer. No, sir.

So both of those things are contrary to what he just argued to. But, finally, is the point I made earlier. The question is not a focus on Mr. Bronner's intentions or, in fact, his conduct except to the extent it involves signing that form.

It doesn't matter whether he said -- he could've gone to GEICO and said -- the first thing out of his mouth in that telephone conversation would be I don't want to purchase underinsured motorist coverage. I don't care how cheap it is.

It doesn't matter. The statute imposes

the obligation on GEICO to make that offer. And the reason they do that is is it's not just a silly distinction. There's a good reason for that. Underinsured motorist coverage provides protection to an insured. And most insureds, frankly, don't know what it is or fully understand it.

And that's why the legislature requires insurance companies to explain it to the insured so that they can make an informed decision. Because frankly, once people learn what it is and how it helps them and everything, a lot of people buy it.

But if you decline it before you ever make that offer to them then the damage is already done. That's what happened in this case. As a result, he didn't end up purchasing.

JUDGE DUKES: I think I found the form. When was the last applicable -- the form looks like it was last modified in 2007. Is that possible?

MR. MILLIGAN: I believe so.

JUDGE DUKES: Yeah.

MR. MILLIGAN: It's been a fairly standard form.

JUDGE DUKES: Yeah. Here's the form. If you all are interested I can get Heather -- just

a second.

MR. UTSEY: Department of Insurance website?

(OFF RECORD DISCUSSION)

JUDGE DUKES: Again, I'm positive this is one. This is the only way I can find insurance.

MR. MILLIGAN: And I think that's it because it -- like I said, it's been standard. But would you mind if I respond briefly just to Utsey's last comment?

JUDGE DUKES: Yeah. No. Go ahead. I didn't mean to cut either of you off. It was just that I found this. I was curious if this was --

MR. MILLIGAN: And I'm assuming you --

MR. UTSEY: Yeah.

MR. MILLIGAN: Your Honor, just to let you know. We attached as Exhibit Number 11 the case of Goodson versus GEICO Indemnity Company because this addresses the same issue, in essence, the same form. It's an unpublished opinion, but the Court of Appeals ruled on it and addressed most of these issues and found that GEICO was entitled to a conclusive presumption, that it made a meaningful

offer of UIM coverage to UIM. It goes on to state that holding is further supported by the fact that it appears undisputed that Goodson personally completed the form. And by the trial court's holdings, the findings regarding Goodson's education and level of sophistication.

We disagree with Goodson's argument that the absence of a specific premium corresponding to the listed coverage limits amounts to a -- to a failure to satisfy the requirement that an insurer when offering UIM coverage advises the insureds that optional coverages are available for an additional premium.

As the trial court noted, GEICO provided a method by which Goodson could have determined the premium for a specific set of coverage limits. Namely he could have called GEICO at his customer service telephone number for a quote.

And on the last page it states, we note that the conclusive presumption of a meaningful offer of UIM coverage now attaches even if the form has been completed by an insurance producer or representative of insurer as long as it is the form promulgated by the department and assigned by the named insured.

So all of these issues have really been ruled on already by the Court of Appeals which found GEICO, the same insurance carrier, entitled to the conclusive presumption.

MR. UTSEY: Are you finished with that?

MR. MILLIGAN: Yes. Thank you.

MR. UTSEY: Judge, I'd point out that the case law is, and to the rules of the Supreme Court, very clear. You cannot rely on an unpublished decision. That decision has zero binding effects beyond the case at issue. Beyond that, I don't know that any of the arguments I've made were even raised in that case, much less addressed by the court.

I mean, I don't dispute that it says what it says. But if you'd like, I can give you a string cite of cases which say it would be entirely inappropriate for you to consider that case when ruling on this case.

JUDGE DUKES: That's -- so anyway. All right. This is -- I'll let you all look and see if this is the right one. But Bulletin Number 2006-03 appears to be the form referred to in the statute we talked about which is 38-77-350, the

A section, which, I guess, has to be complied with before we get to the -- everybody comply with it. In -- is this the form beginning with Exhibit 1? It says that it was revised January 1st, 2007. Maybe it they haven't messed with it since then. It has a narrative. It begins with a narrative about -- it's obviously to the --

MR. MILLIGAN: What is the date on your form because usually they have, like, a date at the bottom?

JUDGE DUKES: This is on the -- currently on the website. At least that's how I found it.

MR. MILLIGAN: I believe that's the last the insurance commission put out. And then I think the insurance companies had to submit their form to the insurance commissioner for approval.

MR. UTSEY: Yeah, because your form is dated November 2011, if I'm reading that correctly at the bottom. At the bottom of the form.

JUDGE DUKES: So they came out, you all believe, with this sort of template form that the insurance companies actually changed. It's different from this one. This one appears to have a web page narrative of what it all means. Two-page

narrative. And then rather than have a range, it has actual blocks, where I would presume, it looks like you'd fill in exactly the cost. I don't know. You all can look at it. You know, I don't want to ambush you with it. Apparently you all have seen it. It may make absolutely no difference at all. But you all think it doesn't make any difference because -- or GEICO thinks it makes no difference because there's a particular annual or regular approval of the form used by GEICO where they stamp it approved or something and send one back?

MR. MILLIGAN: I have no idea how often it's approved. I just know that the form was approved by the insurance commissioner before it was used. And the law requires a premium range.

JUDGE DUKES: Just a simple linear thought. So when begin with that statute, the first thing is this has got to be approved by the insurance commissioner. I was just trying to figure it out. You all tell me it's approved? It's approved, I guess.

MR. UTSEY: I think it's important, though, to keep in context with what that statute is. That statute doesn't impose any real new obligation on the insurance company. The statutory

obligation is 38-77-160. That's the one that says you've got to make a meaningful offer.

The 38-77-350 simply says here it is. If you dot all your I's and you cross all your T's and do everything properly, then here is one way you can satisfy that obligation as far as the content of the form and response. So it's just providing one avenue.

JUDGE DUKES: No. No, I get that. It's hard for me to figure out if the T's are crossed and the I's are dotted.

MR. UTSEY: And that's our point is they weren't.

JUDGE DUKES: If it's the same form and it is. It's the improved form. But if everyone agrees it's the approved form, well, the next thing (inaudible) thought process. Anything else for today?

MR. UTSEY: Nothing from us.

JUDGE DUKES: So you all are going to get with Heather, set up at least a phone conference, agree on when the deposition excerpts or the whole darn deposition, if you feel like doing it that way, is going to be filed. And then we'll get on the telephone at that point.

If during our telephone conversation it appears that we need to reopen this with regard to the record and everything else, certainly we can do that or perhaps if we schedule it correctly --

MR. MILLIGAN: The only think I'd like to say is, you know, Skip said that the first statute imposes the duty. 38-77-350 doesn't change that duty. What it does change is the fact that if this form was signed by the insured and returned, it's a conclusive presumption that the duty has been fulfilled. That's what this statute does. It says that when that form is signed and returned this case should be over.

MR. UTSEY: Only if it's all done properly. I mean, there are a lot of cases out there where a signed -- the forms have been signed and returned and the court that said that it was not a meaningful offer. Because if the content of the form is inaccurate in any way or if the form is not completed properly, then they don't get the statutory presumption.

JUDGE DUKES: All right. And we'll talk about this a little bit, but the question is did checking boxes on the coverage by the insured -- is that filling out a form as required by GEICO,

Mr., whatever his name was? I don't know.

MR. UTSEY: That's one of the three problems. I mean, if you look at Floyd, for example. In Floyd, they said the form was approved by the insurance commissioner. It explained the coverage properly. It even offered the coverage limits and the premiums properly, unlike this one.

But all that was different in Floyd was that the wrong person checked the boxes. And based on that, they said they don't get statutory presumption.

JUDGE DUKES: All right. Well, I'll let you all tell me a little bit about this, again, in a month or so. And if you want to ask Heather to make sure that Deborah is here, we'll have her on the telephone. I guess that makes some sense since she's already got the first part of this.

MR. UTSEY: Sounds good. Thanks for your patience with us today.

MR. MILLIGAN: Thank you, Your Honor.

JUDGE DUKES: Thank you all so much. That concludes the record for today.

(Whereupon, the hearing was concluded at 11:06 a.m.)

Certificate of Reporter

I, Deborah S. Thomas, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina, do hereby certify that I reported the hearing of 2017-CP-07-00241, Jamar Markel Bronner v. GEICO Indemnity Company, on the 31st day of October, 2018: and that the foregoing pages constitute a true and correct transcription of the said hearing.

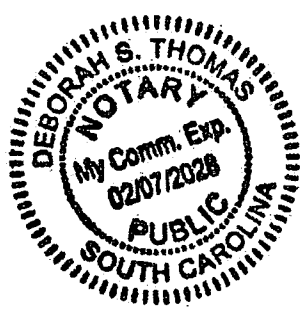
I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties connected with this action, nor am I financially interested in said cause.

I further certify that the original of said transcript shall be hereafter delivered to Bert G. Utsey, III, Esquire, Peters Murdaugh Parker Eltzroth & Detrick, PA, Post Office Box 30968, Charleston, South Carolina 29417.

In witness whereof I set my hand and seal this 1st day of September, 2019.

Deborah S. Thomas, CVRM
and Notary Public for the
State of South Carolina

My Commission
expires 2/7/28



ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

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 **MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

The Defendant, GEICO Indemnity Company (hereinafter "GEICO"), hereby submits this Memorandum in Support of its Motion for Summary Judgment, and in Opposition to the Plaintiff's Motion for Summary Judgment. For the reasons stated herein, this honorable Court should deny Plaintiff's Motion for Summary Judgment and grant Defendant's Motion for Summary Judgment as there is no genuine issue of material fact.

INTRODUCTION

The Plaintiff, Jamar Bronner, (hereinafter "Mr. Bronner") claims injuries sustained in a motorcycle accident that occurred on June 24, 2016. At the time of the accident, Mr. Bronner maintained a policy of motorcycle insurance providing liability limits of $25,000 per person and $50,000 per accident. (See Declaration Page attached hereto as Exhibit 1). The policy did **not** provide Underinsured Motorist ("UIM") coverage for two reasons: (i) Mr. Bronner rejected UIM coverage in the telephone application process on April 9, 2015; and (ii) Mr. Bronner rejected UIM coverage via his May 5, 2015 signature on the Information and Offer Form. Mr. Bronner never paid any premium for UIM Coverage.

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Despite Mr. Bronner's unambiguous and repeated rejection of UIM coverage, Mr. Bronner now seeks reformation of the motorcycle insurance policy issued by GEICO to allow for retroactive UIM coverage. The Defendant GEICO made an effective offer of UIM coverage, which was rejected, and the Plaintiff's claim for UIM coverage should properly be denied.

STATEMENT OF FACTS

I. Mr. Bronner Sought the Lowest Premium Possible to Comply with the Requirements for Mandatory Insurance Coverage due to his Financial Situation.

Mr. Bronner was deposed in this case on January 18, 2018. (Deposition of Jamar Bronner, attached hereto as Exhibit # 2). Mr. Bronner testified that his employment has been sporadic and he has been fired from several jobs. He was laid off from the post office in New Jersey, fired from Press Printing, and Fired from Calawassie Island (See January 18, 2018 Deposition of Mr. Bronner, at 12:22-13:16, 16:17-18:14, and 20:14-21:16, attached hereto collectively as Exhibit 2).

At the time that Mr. Bronner applied for insurance with GEICO, he was working at Wal-Mart earning about ten dollars ($10.00) per hour. (See January 18, 2018 Deposition of Mr. Bronner at 45:5-18, attached hereto as Exhibit 2). Mr. Bronner testified that he purposefully selected GEICO because they were affordable and the best in motorcycle coverage. (See Mr. Bronner's Deposition at 34:10-17, attached hereto as Exhibit 3).

II. Mr. Bronner Explicitly Rejected UIM Coverage by April 9, 2015 Telephone Application.

Mr. Bronner initially applied to GEICO Insurance Company for insurance for his motorcycle by telephone application on April 9, 2015, with a GEICO employee, Mr. Steve Stewart. (See Affidavits of Steve Stewart, GEICO employee, attached hereto as Exhibits 3). The GEICO system requires and forces the sales application to go through certain steps, including

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offering all available coverages, both mandatory and optional; informing the applicant of the premium if they choose all available coverages; informing the applicant which coverages are mandatory and which are optional; and informing them of the premium if they reject the optional coverages. (Affidavit of Brandy Shade, attached hereto as Exhibit # 4)

Mr. Stewart held a detailed conversation with Mr. Bronner. Mr. Stewart obtained the individual information for Mr. Bronner, which included his name, date of birth, age, address, telephone number, email address, resident relatives, driving record, vehicle to be insured, and registration information. (See PHIN Sales Application records, attached hereto as Exhibit 5). The details of Mr. Bronner's April 9, 2015 telephone conversation with Mr. Stewart were acknowledged by Mr. Bronner in his deposition testimony. (See Mr. Bronner's Deposition at 40:5-43:11 attached hereto as Exhibit 2). Additionally, Mr. Bronner admitted that the conversation with the sales agent lasted fifteen to thirty minutes. (See Mr. Bronner's Deposition at 8-11, attached hereto as Exhibit 2).

In the April 9, 2015 telephone application, Steve Stewart then explained all available coverages that Mr. Bronner could obtain for the vehicle. (Affidavit of Steve Stewart, Exhibit # 3). Mr. Stewart informed Mr. Bronner of the amount of the premium if Mr. Bronner decided to purchase all available coverages, including UIM coverage. Mr. Stewart then informed Mr. Bronner which coverages were mandatory under South Carolina law and which coverages were optional. Mr. Bronner was informed of the amount of the premium if he elected to reject the optional coverages. (Affidavit of Bruce Brown, attached hereto as Exhibit # 6; Affidavit of Rose Berridge, attached hereto as Exhibit # 7). Mr. Bronner elected to **reject all optional coverages** in order to have a lower premium. (Id., at Exhibit 3).

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Mr. Bronner testified that the GEICO employee listed **all** of the coverages available and provided a premium for the selected coverage. (See Mr. Bronner's Deposition at 35:1-17, attached hereto as Exhibit 2). Mr. Bronner does not deny that the sales agent went through the type of coverages available and the premiums for each. (See Mr. Bronner's Deposition at 36:7-10, attached hereto as Exhibit 2).

Mr. Bronner agreed to pay the quoted premium of $1,093.00 for the motorcycle coverage. (See Mr. Bronner's Deposition at 47:1-5, attached hereto as Exhibit 2). At the conclusion of the April 9, 2015 telephone application process, Mr. Bronner paid for the initial installment of the premium by credit card. (See Deposition of Mr. Bronner at 49:23-50:10, attached hereto as Exhibit 2). **Mr. Bronner admitted that he has never paid any premium for UIM Coverage.** (See Mr. Bronner's Deposition at 63:17-64:1, attached hereto as Exhibit 2).

III. The Initial Package Sent by GEICO to Mr. Bronner on April 10, 2015 did not include UIM Coverage.

On April 10, 2015, just one day after the telephone conversation with Mr. Stewart, GEICO mailed a package of materials (hereinafter "Initial Package") to Mr. Bronner which included a cover letter, identification cards, billing statement, declarations page, coverage option forms, coverage description, and additional insurance documents. (See Initial Package from GEICO to Mr. Bronner by Cover Letter dated April 10, 2015, attached hereto as Exhibit 8). The Initial Package did not include UIM Coverage. The Declarations Page included therein specifically listed that UIM Coverage was rejected. (Declarations Page, Exhibit # 1).

The South Carolina Information and Option Form (hereinafter the "Form") contained in the Initial Package explains Uninsured Motorist Coverage and Underinsured Motorist Coverage and warns the policy holder that unless they execute and return the Form, GEICO will be required to include the optional coverages and charge an additional premium. The Form utilized

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by GEICO Insurance Company is approved by the Director of the South Carolina Insurance Department. Mr. Bronner admitted to receiving the Form. (Bronner deposition, p. 53, l. 18- p. 57, l. 9) The Form states, in pertinent part:

> **IMPORTANT PLEASE READ CAREFULLY**
>
> **IF YOU ARE A NEW POLICY HOLDER OR HAVE JUST MOVED TO SOUTH CAROLINA, AND DO NOT COMPLETE, SIGN AND RETURN THIS FORM,** your policy will be issued to include Uninsured Motorist and Underinsured Motorist limits equal to your Bodily Injury and Property Damage liability limits. This may result in a change in your premium.
>
> ...
>
> **Your motor vehicle insurance policy will include Underinsured Motorist Coverage equal to your Bodily Injury and Property Damage liability limits unless you complete, sign and return this form indicating that you have made a change to your Underinsured Motorist Coverage.** The limits of Optional Underinsured Motorist Coverage are shown on this form, together with the additional premium ranges for those limits.
>
> ...
>
> The premium range for the available Uninsured Motorist Coverage and Underinsured Motorist Coverage limits is shown below. Please call us at 1-800-841-3000 if you would like to determine your exact premium.
>
> The premium ranges are per vehicle and may vary based upon the type of vehicle, operator(s), discounts, fees, territory and/or surcharges applied.
>
> It is important that you understand that, if you reject Additional Uninsured Motorist Coverage and/or Optional Underinsured Motorist Coverage on this form and are involved in a motor vehicle accident, then this form may be used against you by us as evidence against you if we deny your claim for either of these coverages.

The Form provides the Offer of Underinsured Motorist Coverage (UIM), as follows:

> **OFFER OF UNDERINSURED MOTORIST COVERAGE**
>
> **COVERAGE LIMITS AND RATES**
>
> **Offer of Optional Underinsured Motorist Coverage:**
>
> o **$25,000/$50,000/$25,000** **$23.00 to $780.00**

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- o **$50,000/$100,000/$25,000** **$27.00 to $878.00**
- o **$100,000/$300,000/$50,000** **$32.00 to $1,073.00**
- o **I wish to reject the offer of Optional Underinsured Motorist Coverage:**

In order to validate your rejection of our offer of Optional Underinsured Motorist Coverage, you must also sign and date below.

The Form further provides that:

> IMPORTANT NOTICE
>
> If you do not complete this form and return it to us within 30 days, we are required by law to add Additional Uninsured Motorist Coverage and Option Underinsured Motorist Coverage, in the same limits as your liability insurance, to your policy. You will be required to pay the additional premium for each of these coverages and your policy may be canceled for non-payment of that additional premium.

The insured is required to attest and acknowledge that he has read or had read to him the explanations and offers. The Form states:

> **INSURED'S/APPLICANTS ACKNOWLEDGMENT**
>
> By your signature, you acknowledge that you have read, or have read to you, the above explanations and offers.

The Form used by GEICO is virtually identical to SCDOI Form 2006, which was promulgated by the South Carolina Department of Insurance for use by insurers when offering additional uninsured motorist coverage and optional UIM coverage. The GEICO Form included the following description of UIM coverage:

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

The Initial Package repeatedly instructs that if the insured has any questions, they may contact GEICO and/or the SCDOI.

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A. Mr. Bronner Received, Reviewed, and Understood the Contents of the Initial Package.

Mr. Bronner acknowledged receipt of the Initial Package in his deposition testimony. (See Mr. Bronner's Deposition at 47:7-17, attached hereto as Exhibit 2).

Mr. Bronner acknowledged that the Initial Package's Declarations Page unambiguously provides that the insured rejects underinsured (UIM) motorist bodily injury coverage and property damage. (See Mr. Bronner's Deposition at 46:22-25, 50:11-52:1, attached hereto as Exhibit 2). Mr. Bronner admits that he read the Declarations Page. (See Mr. Bronner's Deposition at 52:17-53:2, attached hereto as Exhibit 2). The Declarations Page explicitly lists an individual premium for each coverage provided but lists no premium for the rejected UIM coverage. (See Mr. Bronner's Deposition at 44:4-46:21, attached hereto as Exhibit 2). Mr. Bronner understood that the premiums for each coverage were itemized. (See Mr. Bronner's Deposition at 46:10-21). Mr. Bronner admitted that he saw the premiums listed when he received the Declarations Page. (See Mr. Bronner's Deposition at 35:15-17, attached hereto as Exhibit 2).

Mr. Bronner described his education level as good, testifying that he understands what he reads. Mr. Bronner is responsible for and handles paying all of his bills. Mr. Bronner admitted that he read through the package and understood the contents, including the information regarding his coverage. The Initial Package (Id. at Exhibit 8) contained the Form, as approved by the Director of the South Carolina Department of Insurance. Mr. Bronner admitted that he saw the Form providing an explanation of the insurance terms. (See Mr. Bronner's Deposition at 11:15-19, 16:2-9, 48:3-49:7, attached hereto collectively as Exhibit 2).

B. Mr. Bronner Rejected UIM Coverage on his Motorcycle When Insured by Other Carriers.

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Mr. Bronner testified that he always handled the applications for insurance coverage on his motorcycle. Prior to GEICO, Mr. Bronner was insured by Allstate. Mr. Bronner had never purchased UIM motorist coverage from Allstate. (See Mr. Bronner's Deposition at 32:22-33:3, 33:7-11, and 12-16, attached hereto collectively as Exhibit 2).

IV. The South Carolina Information and Option Form Sent by GEICO to Mr. Bronner on May 1, 2015 did not Include UIM Coverage.

Despite acknowledged receipt, review, and understanding of the Initial Package, Mr. Bronner did not immediately execute and return the South Carolina Information and Option Form contained in the Initial Package. (See Mr. Bronner's Deposition at 57:10-16, attached hereto as Exhibit 2). Therefore, on May 1, 2015, GEICO mailed a separate letter to Mr. Bronner enclosing the Form. (See GEICO Letter dated May 1, 2015, attached hereto as Exhibit 9; and Mr. Bronner's Deposition at 57:17-59:12, attached hereto as Exhibit 2). GEICO's May 1, 2015 Letter further emphasized the need for Mr. Bronner to read, execute and return the Option Form to GEICO. The letter states, in pertinent part:

> It has come to our attention that we have not received some of the forms or information that we discussed with you when you obtained your policy. The required information still needed is indicated below.
>
> We're sure you understand that your completed paperwork is an essential part of the insurance contract.
>
> **Within the next 10 days, please take a few moments to send us this information using the enclosed envelope. For your convenience, you may also return the information to us via fax at the number listed above.**
>
> **Outstanding Item(s) due within 10 days of receipt of this letter unless otherwise specified:**
>
> -Information and Option Form(s). If we do not receive the completed and signed enclosed form(s) within the designated time we will adjust the coverages and limits as necessary to comply with state requirements.

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The fact that this form was sent individually to Mr. Bronner emphatically pointed out and emphasized the significance of the Form, and further evidences that coverage options were brought to the attention of Mr. Bronner.

V. Mr. Bronner Signed the Information and Option Form on May 5, 2015, Knowingly Rejecting UIM Coverage.

Mr. Bronner executed and signed the Option Form on May 5, 2015. (See Envelope and executed Option Form, attached hereto as Exhibit 10). Mr. Bronner testified in his deposition that he **personally** checked off the boxes **rejecting** additional Uninsured Motorist coverage and **rejecting** Optional Underinsured Coverage, then **signed** the Option Form, and returned it to GEICO. (See Mr. Bronner's Deposition at 59:13-61:20, 68:2-4, 71:17-72:8, attached hereto collectively as Exhibit 2).

Mr. Bronner was informed of the UIM Offer on at least three separate occasions: (i) during the initial phone application on April 9, 2015; (ii) by the Initial Package sent April 10, 2015; and (iii) by the follow up Letter sent May 1, 2015. Mr. Bronner explicitly and repeatedly was advised of his options and knowingly rejected UIM coverage.

By law, if this form is signed by the named insured, it constitutes a ***conclusive presumption*** that there was an informed, knowing selection of coverage, and neither the insurance company nor an insurance agent is liable to the named insured for the insured's failure to purchase optional or higher limits. S.C. Code Ann. §38-77-350(B)(As amended 2006).

Plaintiff's counsel now claims, without any evidentiary support, that GEICO failed to advise Mr. Bronner of the exact amount of the premium for the UIM coverage. Contrarily, Steve Stewart and Brandy Shade of GEICO testify via their affidavits (Id. at Exhibits 3 and 4) that Mr. Bronner was advised of the amounts of the premiums for the policy both with and without optional coverage.

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The Form that Mr. Bronner was provided on April 10, 2015 and again on May 1, 2015 advised him of premiums ranging from twenty-three dollars ($23.00) to seven hundred and eighty dollars ($780.00). In his deposition, Mr. Bronner testified that the exact amount of the premium within this range was not important to him. (See Mr. Bronner's Deposition at 74:22-75:18, attached hereto as Exhibit 2). Mr. Bronner stated that he would have been willing to pay the maximum amount of $780.00 to obtain the coverage, directly in conflict with his counsel's argument that he needed the exact amount of the premium to make his decision. Mr. Bronner testified that knowing the exact amount of the coverage would not have made any difference to him in his selection of coverage.

Mr. Bronner contends that the policy should be reformed to retroactively include UIM coverage despite the clear and unambiguous rejection of such coverage. Plaintiff claims that GEICO's offer was not meaningful as required by S.C. Code Ann. § 38-77-350. Specifically, Mr. Bronner maintains that the range of premiums detailed on the Form does not meet the requirement of S.C. Code Ann. § 38-77-350(A)(2) requiring that the Form contain a list of available limits and the range of premiums for the limits. However, this contention contradicts Mr. Bronner's own testimony concerning the purchase of UIM coverage, as Mr. Bronner testified that the amount of the premium would not have made a difference to him in making his decision.

GEICO has fully complied with South Carolina law governing effective offers of UIM coverage. There is no UIM coverage under Mr. Bronner's policy, as he knowingly rejected it on several occasions. GEICO's Motion for Summary Judgment should be granted, and Plaintiff's Motion for Summary Judgment should be denied.

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LEGAL ARGUMENT

S.C. Code Ann. § 38-77-160 requires an insurer to offer UIM coverage to the insured and common law requires the offer be "meaningful." *See, Floyd v. Nationwide Mut. Ins. Co.,* 367 S.C. 253, 626 S.E.2d 6, 12 (2005). If the insurer fails to make a meaningful offer, then the policy will be reformed to include UIM coverage up to the limits of liability insurance carried by the insured. *See, Ray v. Austin,* 388 S.C. 605, 698 S.E.2d 208, 212 (2010). However, the automobile insurer cannot be held liable for the insured's failure to purchase UIM coverage pursuant to statutory provisions when the insured made a knowing and informed decision rejecting coverage. *GEICO vs. Draine,* 389 S.C. 586, 698 S.E. 2d 866 (S.C. App. 2010). The offer form signed by Mr. Bronner satisfies the requirements of South Carolina statutory and common law and thereby constitutes a valid and binding rejection of UIM coverage.

The meaningful offer requirement can be satisfied in **one** of two ways: compliance with S.C. Code Ann. § 38-77-350(A) **or** compliance with the four-part test established by the South Carolina Supreme Court in *State Farm Mutual Insurance Co. v. Wannamaker,* 291 S.C. 518, 354 S.E.2d 555 (1987); *Cohen v. Progressive Northern Ins. Co.,* 402 S.C. 66, 73, 737 S.E.2d 869 (S.C. App. 2013). In the case at bar, GEICO satisfied the meaningful offer requirement by **both** statute and the *Wannamaker* test.

If the Form satisfying the requirements of § 38-77-350(A) is signed by a named insured, then there is a **conclusive presumption** that a meaningful offer was made according to S.C. Code Ann. § 38-77-350(B). Because GEICO's offer form satisfies the requirements of § 38-77-350(A) and Mr. Bronner signed the completed form, GEICO is entitled to the conclusive presumption and summary judgment is appropriate. Additionally, GEICO's offer of UIM coverage satisfies the *Wannamaker* test.

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I. GEICO'S Information and Offer Form Satisfies the Requirements of S.C. Code Ann. § 38-77-350(A).

S.C. Code Ann. 38-77-350(A) requires that the form used by automobile insurers in offering optional coverages provide the following:

> (1) a brief and concise explanation of the coverage; (2) a list of available limits and the range of premiums for the limits; (3) a space to mark whether the insured chooses to accept or reject the coverage and a space to state the limits of coverage the insured desires; (4) a space for the insured to sign the form that acknowledges that the insured has been offered the optional coverages; and (5) the mailing address and telephone number of the insurance department that the applicant may contact if the applicant has questions that the insurance agent is unable to answer.

GEICO's Form sent to Mr. Bronner on April 10, 2015 and again on May 1, 2015 satisfies each of the five subparts to S.C. Code Ann. § 38-77-350(A).

A. GEICO's Information and Offer Form Satisfies S.C. Code Ann. § 38-77 350(A)(1).

S.C. Code Ann. § 38-77-350(A)(1) requires "a brief, concise explanation of coverage." GEICO satisfies this requirement by the explanation contained on the first page of the Form, which, again, is virtually identical to the description of UIM coverage drafted by the South Carolina Department of Insurance and included on SCDOI Form 2006.

South Carolina appellate courts have consistently held that the explanation of coverage provided by the SCDOI Form 2006 is an adequate explanation of the coverage. Accordingly, Mr. Bronner should be precluded from claiming that the explanation of the coverage was insufficient. SCDOI Form 2006 has already been held to constitute a meaningful offer that is fully compliant with §38-77-350(A). *Clinton v. West American Ins. Co.*, 364 S.C. 113, 122, 611 S.E.2d 521, 526 (Ct. App. 2005). If the entire form satisfies the whole of the statute, then the explanation of

coverage must necessarily satisfy 38-77-350(A)(1). Thus, GEICO's explanation of coverage complies with subpart (1) of the statute.

B. GEICO's Information and Offer Form Satisfies S.C. Code Ann. § 38-77 350(A)(2).

The second requirement under § 38-77-350(A) is that the offer form include "a list of available limits and the range of premiums for the limits." This requirement is satisfied on the second page of the Form. In addition to the cost of the minimum limits UIM coverage, GEICO's Form included a list of a range of premiums for coverage limits that Mr. Bronner could not purchase because he only had the minimum liability limits. There is no authority, however, for the proposition that including more than the required limits invalidates the offer. Thus, GEICO complied with the second statutory requirement.

C. GEICO's Information and Offer Form Satisfies S.C. Code Ann. § 38-77 350(A)(3).

The third requirement under § 38-77-350(A) is that the Form include "a space for the insured to mark whether the insured chooses to accept or reject the coverage, and a space to select the limits of coverage desired." This requirement is satisfied on the second page of the offer form which provides the above-detailed limits and premiums along with an option that reads: "I wish to reject the offer of Optional Underinsured Motorist Coverage: In order to validate your rejection of our offer of Optional Underinsured Motorist Coverage, you must also sign and date below."

As noted above, Mr. Bronner admits that he placed a checkmark on the form in the rejection box. Mr. Bronner also admits that he signed the form. By including a signature line on the Form, which, again, Mr. Bronner admits he signed, along with the box that he checked, GEICO actually provided **more** than is required by §38-77-350(A)(3). GEICO provided **two**

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separate spaces for the insured to use when indicating his desire to reject UIM coverage: a box to be checked **and** a line to be signed. Thus, because Mr. Bronner actually placed the checkmark in the rejection box **and** signed the form, under South Carolina law this constitutes conclusive presumption that there was an informed knowing selection of coverage and neither the insurance company nor agent is liable to the insured for the insured's failure to purchase additional coverage. *See, Floyd vs. Nationwide Mutual Insurance Company,* 367 S.C. 253, 626 S.E. 2d 6 (2005).

D. GEICO's Information and Offer Form Satisfies S.C. Code Ann. § 38-77 350(A)(4).

The fourth requirement under § 38-77-350(A) is that the Form include "a space for the insured to sign the form, acknowledging that the optional coverage has been offered." This requirement is satisfied by the following paragraph contained on the third page of the offer form:

> INSURED'S/APPLICANT'S ACKNOWLEDGEMENT:
>
> By your signature, you acknowledge that you have read, or have had read to you, the above explanations and offers.
>
> In the future, if you wish to increase or to decrease the limits of Additional Uninsured Motorist Coverage or Optional Underinsured Motorist Coverage, you must contact GEICO at either the web site or telephone number below. You will not be presented with another copy of this form when you extend, change, supersede, or replace your motor vehicle liability insurance policy.
>
> _____
> Signature Print Name Date

The Form then encourages the insured to contact GEICO with any questions.

E. GEICO's Information and Offer Form Satisfies S.C. Code Ann. § 38-77 350(A)(5).

The fifth and final requirement under § 38-77-350(A) is that the Form include "the mailing address and telephone number of the Department, so that the insured may contact it with

any questions that the insurance agent is unable to answer." This requirement is satisfied on the third page of the Form which states:

> For any further questions you may contact the South Carolina Department of Insurance via either email at consumers@doi.sc.gov; phone at (803) 737-6180 or 1-800-768-3467; or mail to Consumer Services Division, P.O. Box 100105, Columbia, South Carolina 29202-3105.

GEICO's Form satisfies each of the five requirements of § 38-77-350(A). As noted above, South Carolina courts have held that the form used by GEICO (a revision of Form 2006), meets the requirements of § 38-77-350(A). In *Clinton v. West American Insurance Co.*, this honorable Court explicitly stated: "The South Carolina Court of Appeals has specifically held that the form used by [the insurer], Form 2006, meets the requirements of § 38-77-350." *Clinton,* 364 S.C. 113, 122, 611 S.E.2d 521, 526 (Ct. App. 2005). In *Burch v. South Carolina Farm Bureau Mutual Insurance Co.*, this Court evaluated a similar form to the one signed by Mr. Bronner and stated: "We agree that the [Form 2006] used by Farm Bureau in this case falls within the requirements of South Carolina's statutory and case law, such that Farm Bureau made a meaningful and effective offer of UIM coverage to [the insured]." *Burch*, 351 S.C. 342, 349, 569 S.E.2d 400, 404 (Ct. App. 2002); *see also, Bower v. National Gen. Ins. Co.*, 351 S.C. 112, 120-21, 569 S.E.2d 313, 317 (2002) ("Indeed, we note that the South Carolina Department of Insurance (DOI) has issued a sample offer form which clearly communicates [optional levels of coverage] .... We strongly encourage insurers to include such language on their offer forms."); *Butler v. Unisun Ins. Co.*, 323 S.C. 402, 475 S.E.2d 758 (S.C.1996) (holding the same rejection form as Farm Bureau's complies with § 38-77-350).

Having established that the GEICO Information and Offer Form provided to Mr. Bronner and executed by him fully complies with the requirements of S.C. Code Ann. §38-77-350(A), GEICO is entitled to the *conclusive* presumption of a meaningful offer and a valid rejection of

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the UIM coverage that was otherwise available to Mr. Bronner for purchase. Section 350(B) unambiguously provides: "If this form is signed by the named insured, after it has been completed by an insurance producer or a representative of the insurer, it is conclusively presumed that there was an informed, knowing selection of coverage and neither the insurance company nor an insurance agent is liable to the named insured or another insured under the policy for the insured's failure to purchase optional coverage or higher limits."

GEICO's Information and Offer Form fully complied with all requirements of section 350(A) and Mr. Bronner signed the form three separate times. Thus, GEICO is entitled to the conclusive presumption of a meaningful offer and knowing rejection of the UIM coverage.

II. GEICO's Information and Offer Form Satisfies the *Wannamaker* Test.

GEICO's Information and Offer Form not only meets the requirements of S.C. Code Ann. § 38-77-350(A), but it also meets the factors under the *Wannamaker* test. The Supreme Court of South Carolina has held that, "the statute mandates the insured to be provided with adequate information, and in such a manner, as to allow the insured to make an intelligent decision of whether to accept or reject coverage." *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1987).

Under the *Wannamaker* test, an offer is meaningful when: (i) the insurer's notification process is commercially reasonable, whether oral or in writing; (ii) the insurer specifies the limits of optional coverage and not merely offers additional coverage in general terms; (iii) the insurer intelligibly advises the insured of the nature of the optional coverage; and (iv) the insured is told that optional coverages are available for an additional premium. *Wannamaker*, 291 S.C. at 521, 354 S.E.2d at 556. GEICO satisfied this test by explaining the offer *both* orally and in writing. Recent case law holds that the Offer Form fully satisfies the statutory and common law

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requirements for a meaningful offer *even if* the statutory presumption did not apply. *Cohen v. Progressive Northern Ins. Co.*, 402 S.C. 66, 73, 737 S.E.2d 869 (Ct. App. 2013).

A. GEICO's Information and Offer Form Satisfies the First *Wannamaker* Factor.

The first factor under *Wannamaker* is that "the insurer's notification process must be commercially reasonable, whether oral or in writing." *Wannamaker,* 291 S.C. at 521, 354 S.C. at 556. GEICO's offer was provided orally during the initial telephone call and in written form on the UM/UIM offer form provided to Mr. Bronner. Therefore, GEICO's form is commercially reasonable under *Wannamaker.*

B. GEICO's Information and Offer Form Satisfies the Second *Wannamaker* Factor.

The second factor under *Wannamaker,* is that "the insurer must specify the limits of optional coverage and not merely offer additional coverage in general terms." *Wannamaker,* 291 S.C. at 521, 354 S.C. at 556. As listed in the previous section, GEICO's Information and Offer Form details three optional coverages and their corresponding ranges of premiums, thus satisfying the second *Wannamaker* factor.

C. GEICO's Information and Offer Form Satisfies the Third *Wannamaker* Factor.

The third factor under *Wannamaker* is that "the insurer must intelligibly advise the insured of the nature of the optional coverage." *Id.* In *Atkins v. Horace Mann Ins. Co.*, 376 S.C. 625, 658 S.E.2d 106 (Ct. App. 2008), the South Carolina Court of Appeals held that an offer form clearly explains the nature of UIM coverage when "various options of UIM coverage limits are set out, every appropriate selection is made, each signature block is signed, *and the form adequately explains where the insured is to seek out additional information if he or she has questions.*" *Atkins,* 376 S.C. at 631, 658 S.E.2d at 109-110 (emphasis added).

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GEICO's Information and Offer Form intelligibly advises the insured of the nature of the optional coverage because it sets out various options of UIM coverage limits and explains where the insured is to seek out additional information if he has questions. Further, the Information and Offer Form completed by Mr. Bronner indicates that every appropriate selection was made and each signature block was signed by Mr. Bronner.

Therefore, GEICO's Information and Offer Form satisfies the third factor under *Wannamaker*. *See also, Progressive Casualty Ins. Co. v. Leachman*, 362 S.C. 344, 608 S.E.2d 569 (2005) (holding a form allowing the insured to choose different amounts of coverage up to the amount of liability coverage "gave the insured the opportunity to make an intelligent and informed decision on whether to purchase UIM coverage"); *Burch v. South Carolina Farm Bureau Mut. Ins. Co.*, 351 S.C. 342, 569 S.E.2d 400 (Ct. App. 2002) (holding that the form met the case law requirements when the form advised the insured he could purchase UIM coverage in limits up to limits of his liability coverage).

D. GEICO's Information and Offer Form Satisfies the Fourth *Wannamaker* Factor.

The fourth factor under *Wannamaker*, is that "the insured must be told that optional coverages are available for an additional premium." *Wannamaker*, 291 S.C. at 521, 354 S.C. at 556. As previously stated, GEICO's Information and Offer Form specifies the additional premium for the addition of UIM coverage: the $25,000/$500,000/$25,000 option corresponds with a $23.00 to $780.00 range with an explanation that the premium varies based on "the type of vehicle, operator(s), discounts, fees, territory and/or surcharges applied." The Information and Offer Form also directs the insured to visit GEICO's website or to call a provided number with inquiries about the exact amount of premium. At least one South Carolina trial judge and

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the South Carolina Court of Appeals have held that GEICO's premium ranges comply with the statute.

In *Goodson v. GEICO Indemnity Co.*, Op. No. 2011-UP-376 (S.C. App. July 25, 2011), (attached hereto as Exhibit # 11), Goodson, like Mr. Bronner, argued that the range of premiums shown on the GEICO Information and Offer Form was insufficient information to allow him to make a decision on whether to purchase UIM coverage. The court of appeals explicitly rejected this argument:

> GEICO provided a method by which Goodson could have determined the premium for a specific set of coverage limits, namely, he could have called GEICO at its customer service telephone number for a quote. Goodson's only challenge to this rationale is that GEICO should not have "put the onus on its customer to contact it for specific premiums" because it had the necessary information to provide the specific quotes for his vehicles given the fact that his liability limits were the statutory minimums, and he fails to explain why it is unduly burdensome to expect customers to call their insurers for specific premiums.

Id. at 3.

The *Goodson* analysis is analogous to the case at bar. Mr. Bronner never claimed calling GEICO was burdensome. This court explicitly held that the range of premiums listed on the UIM offer form is acceptable. The plain meaning of § 38-77-350(A)(2) requires that the form provide 'a list of available limits and the range of premiums for the limits.'

The five requirements of § 38-77-350(A) and the four requirements of *Wannamaker* are clearly satisfied by GEICO's offer form. Nevertheless, to the extent that there remains any question about whether the Mr. Bronner received a meaningful offer, that question is answered by the South Carolina Court of Appeals' opinion in *Cohen v. Progressive Northern Ins. Co.*, 402 S.C. 66, 737 S.E.2d 869 (Ct. App. 2013). In that case the Court of Appeals found that an offer form, which provides all of the information required by S.C. Code Ann. § 38-77-350(A) fulfills

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the meaningful offer requirement even where the form is not properly completed. However, the willingness of the Court of Appeals to find that the Information and Offer Form satisfies even the common law requirements set forth in *Wannamaker* is an indication of the weight that the Form carries. Even when the Information and Offer Form is not precisely completed, it is given a high deference when it provides the information necessary to understand UIM coverage. In this case, the Information and Offer Form was properly completed by Mr. Bronner and fully complied with § 38-77-350(A) and *Wannamaker*.

III. PLAINTIFF'S ARGUMENTS ARE INCORRECT AND UNSUPPORTABLE:

A. Plaintiff asserts that the policy was issued without UIM coverage before it provided Plaintiff with the UM/UIM selection/rejection form or otherwise explained UIM coverage to him.

In his cross-motion for summary judgment Bronner makes two claims that are simply unsupportable under the current state of the law in South Carolina. First, he claims that policy was issued before it provided the Plaintiff with the selection/rejection form or otherwise explained the coverage to him. First of all, the coverage was explained to him during the initial telephone application process. See, Affidavits of Steve Stewart and Brandy Shade, Exhibits # 3 and 4. Secondly, S.C. Code Ann. §38-77-350(E) only requires that the form be completed within 30 days of the inception of the policy. Mr. Bronner had clearly executed the form and returned it within the thirty day time period and long before the accident in question.

B. Defendant issued the policy without UIM Coverage before it provided Plaintiff with the amount of the premium it would cost for him to purchase UIM Coverage.

The Plaintiff was informed of the available coverages and premiums during the initial sales call. See, Affidavits of Steve Stewart and Brandy Shade, Exhibits # 3 and 4. Mr. Bronner was also provided with the range of premiums on the rejection form, as approved by the

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Department of Insurance. Mr. Bronner also testified that anything with the range was acceptable to him, so counsel's argument that he needed to know the specific premium in order to choose coverage does not make sense. The form itself is a conclusive presumption that an informed knowing decision was made.

C. Defendant is not entitled to the presumption afforded by S.C. Code Ann. §38-77-350 (1976 as amended) because Defendant's UM/UIM selection/rejection form:

a. The process used by Defendant to notify Plaintiff about the availability of UIM coverage was not commercially reasonable;

b. Fails to provide a clear explanation of the premium Defendant would charge Plaintiff if he selected UIM coverage;

c. Fails to provide an accurate description of available UIM Limits; and

d. Was not "completed by an insurance producer or a representative of the insurer".

Items a-c are addressed in the body of the memorandum above. In regards to item d, the Plaintiff asserts that the statute requires that an "insurance producer or representative of the insurer" complete the form. That is an illogical argument. Mr. Bronner explicitly testified that he signed the form where it was required to show that he did not wish to purchase UIM coverage. In *Floyd v. Nationwide*, 367 S.C. 253, 626 S.E.2d 6 (2005), the Supreme Court held that when an insured makes the marks on the form it would guarantee that an insured would be more educated because he actually had to read it. The legislature amended the statute to change this requirement. It would be absurd to find that the marks made by Mr. Bronner are insufficient.

CONCLUSION

For the foregoing reasons, GEICO maintains that there is no genuine issue as to any material fact. Mr. Bronner rejected UIM coverage after receiving a meaningful offer in compliance with S.C. Code Ann. § 38-77-350(A) and in compliance with *Wannamaker*.

Consequently, Mr. Bronner is not entitled to reformation of his policy to retroactively include UIM coverage and is not entitled to any coverage beyond what was already paid, thereby entitling GEICO to summary judgment. For the foregoing reasons, this honorable should grant GEICO's Motion for Summary Judgment and deny Plaintiff's Motion for Summary Judgment. Counsel for GEICO reserves the right to make additional arguments at a hearing on this matter.

RESPECTFULLY SUBMITTED:

s/ Tom Milligan

Thomas H. Milligan (Fed. ID # 4848)
MILLIGAN HERNS, LLC
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Telephone: (843) 971-6750
Facsimile: (843) 971-6509
Email: tom@milliganlawfirm.com

February 27, 2018
Mt. Pleasant, South Carolina

ATTORNEYS FOR GEICO
INDEMNITY COMPANY

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

ELECTRONICALLY FILED - 2018 Oct 31 8:41 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	C/A No.: 2017-CP-07-00241
Jamar Markel Bronner,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S MEMORANDUM IN
v.	)	SUPPORT OF HIS MOTION
	)	FOR SUMMARY JUDGMENT
GEICO Indemnity Company,	)	
	)	
Defendant.	)	
	)	

INTRODUCTION

Plaintiff sustained bodily injuries in a vehicular collision that occurred on June 24, 2016 (the "Collision"). He recovered all bodily injury liability ("BI") coverage applicable to the motorist whose negligence caused the Collision.

On the date of the Collision, Plaintiff was a named insured under an automobile insurance policy issued by Defendant (the "Policy"). Plaintiff made a claim with Defendant for underinsured motorist ("UIM") insurance benefits as a result of the injuries he sustained in the Collision. Defendant contends the Policy did not include UIM coverage at the time of the Collision.

The questions presented by this declaratory judgment and reformation action are (a) whether Defendant made a meaningful offer of UIM coverage in connection with the Policy and (b) whether it obtained a valid rejection of that coverage by Plaintiff.

Because Defendant did not make a meaningful offer of UIM coverage under the Policy and did not obtain a valid rejection of that coverage, the Court should declare that the Policy should include UIM coverage and reform the Policy to include that coverage.

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APPLICABLE LAW

1. An insurer's duty to make a meaningful offer, generally.

Since 1978, South Carolina Code section 38-77-160 (or its predecessor, section 56-9-831) has required motor vehicle insurers to offer UIM coverage to insureds, for purchase at their option. South Carolina courts have interpreted this legislative mandate as requiring insurers not only to make an offer of UIM coverage but to make a "meaningful offer"; that is, to provide their insureds "with adequate information, and in such a manner, as to allow the insured to make an intelligent decision of whether to accept or reject the coverage." *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1987).

If an insurer fails to make a meaningful offer and to obtain a valid rejection of UIM coverage, the Court must reform the policy to include UIM coverage as a matter of law. *Butler v. Unisun Ins. Co.,* 323 S.C. 402, 405, 475 S.E.2d 758, 760 (1996); *Bagnal v. Foremost Ins. Group*, 2010 WL 755202 at *5 (D.S.C. 2010). When an offer is legally inadequate, the insured's response is irrelevant; thus, it makes no difference that an insured purchased UIM coverage with limits less than his liability limits or that the insured stated he did not desire to purchase additional coverage. *Ackerman v. The Travelers Indem. Co.,* 318 S.C. 137, 456 S.E.2d 408 (Ct. App. 1995).

In short, before examining an insured's response to an offer, the Court must inquire whether the insurer complied with its statutory duty; because the law imposes this duty on the insurer, *the focus of the inquiry is on the insurer, not the insured.*

"The insurer bears the burden of establishing that it made a meaningful offer." *Progressive Cas. Ins. Co. v. Leachman,* 362 S.C. 344, 348-49, 608 S.E.2d 569, 571 (2005); *Bagnal*, 2010 WL 755202 at *5. It cannot rely upon UIM offers by other insurers to satisfy its statutory duty to make a meaningful offer. *Ackerman v. The Travelers Indem. Co.,* 318 S.C. 137, 142, 456 S.E.2d 408, 410-

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11 (Ct. App. 1995). Instead, it must independently comply with the statutory mandate to make a meaningful offer. Moreover, where an insurer undertakes to make a "new" offer of UIM coverage to its insureds (even when not required to do so), the new offer must satisfy statutory standards. *Antley v. Nobel Ins. Co.,* 350 S.C. 621, 567 S.E.2d 872 (Ct. App. 2002).

South Carolina courts have often addressed claims insurers have satisfied the statutory duty to make a meaningful offer and have obtained informed rejections of the optional coverage. In doing so, the courts have focused on three aspects of the optional coverage transaction: (1) the insurer's *communication* of the offer to the insured; (2) the *content* of the offer; and (3) the insured's *response* to the offer. By their nature, the first two aspects are the insurer's obligations.

2. Defining a "meaningful offer."

a. The *Wannamaker* analysis.

In the seminal *Wannamaker* case, the South Carolina Supreme Court adopted the following analysis (the "*Wannamaker* analysis") applicable to the first two aspects of the transaction:

(1) the insurer must use a commercially reasonable notification process (which addresses the first aspect – *communication* of the offer);

(2) the offer must offer optional coverage with specific limits (which relates to the second aspect – *content* of the offer);

(3) the offer must intelligibly explain the nature of the optional coverage (which also relates to the second aspect – *content* of the offer); and

(4) the offer must advise the insured that optional coverages are available for an additional premium (which also relates to the second aspect – *content* of the offer).

Wannamaker, 291 S.C. at 521, 354 S.E.2d at 556.

Because an insurer must comply with these standards in offering UIM coverage, if it fails to make a meaningful offer, an insured's rejection of UIM coverage is not an informed response the courts will enforce. Stated differently, an offer that fails to comply with the above standards "has the legal effect of no offer at all." *Hanover Ins. Co. v. Horace Mann Ins. Co.*, 301 S.C. 55,

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57, 389 S.E.2d 657, 659 (1990); *Cohen v. Progressive Northern Ins. Co.*, 402 S.C. 66, 76, 737 S.E.2d 869, 874 (Ct. App. 2013).[1]

To satisfy the first requirement of the *Wannamaker* analysis (the manner of communicating of the offer), an insurer must employ both a reasonable method of communication and an approach that is "reasonably calculated to bring the offer to the insured's attention." *Dewart v. State Farm Mut. Auto. Ins. Co.*, 296 S.C. 150, 153-54, 370 S.E.2d 915, 917 (Ct. App. 1988).

While the Court of Appeals in *Dewart* recognized that use of the mails can be a reasonable method to communicate with an insured, it also noted this fact alone did not demonstrate the insurer's process satisfied *Wannamaker*. Instead, it analyzed the circumstances under which the insurer presented the written offer of coverage to the insured in concluding that inclusion of written UIM offers as "stuffers" or "junk mail" with premium notices "was not a method reasonably calculated to draw the insured's attention to the nature of the offer."

Similarly, in *Lopez v. National Gen. Ins. Co.*, 308 S.C. 342, 417 S.E.2d 864 (1992), the South Carolina Supreme Court endorsed the holding in *Dewart* and ruled that an insurer had failed to provide an offer of UIM coverage in a commercially reasonable manner when it was mailed to the insured with a separate notice that "contained a reference to an increase in coverage, which could be construed as underinsured coverage." 308 S.C. at 346-47, 417 S.E.2d at 867.

b. The effect of S.C. Ann. § 38-77-350.

The Legislature sought to clarify the second aspect of the optional coverage transaction (the *content* of the offer) and to address the third aspect of the transaction (the insured's *response*)

[1] There is a limited exception to this conclusion if the insured is a sophisticated purchaser of insurance such as a professional risk manager – a person experienced in vehicle insurance coverage and aware of the nature and purpose of UIM coverage – who is purchasing coverage for a fleet of company vehicles. *See, e.g., McDowell v. Travelers Prop. & Cas. Co.*, 357 S.C. 118, 590 S.E.2d 514 (Ct. App. 2003). Here, there is no evidence this exception applies to Plaintiff.

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by enacting S.C. Code Ann. § 38-77-350 (1976, as amended). This statute allows insurers to use a form which – if it complies with the following requirements and is properly completed and executed by the insured – gives rise to a presumption of an informed decision regarding acceptance or rejection of optional coverage:

> (A) … The form, at a minimum, must provide for each optional coverage required to be offered:
>
> (1) a brief and concise explanation of the coverage;
>
> (2) a list of available limits and the range of premiums for the limits;
>
> (3) a space to mark whether the insured chooses to accept or reject the coverage and a space to state the limits of coverage the insured desires;
>
> (4) a space for the insured to sign the form that acknowledges that the insured has been offered the optional coverages;
>
> (5) the mailing address and telephone number of the insurance department that the applicant may contact if the applicant has questions that the insurance agent is unable to answer.
>
> (B) If this form is signed by the named insured, after it has been completed by an insurance producer or a representative of the insurer, it is conclusively presumed that there was an informed, knowing selection of coverage ….

S.C. Code Ann. § 38-77-350 (2015 Repl. Vol.).

Notably, while this statute addresses the content of the offer (the second part of the optional coverage transaction) in subsections (A)(1), (A)(2), and (A)(5) and the insured's response to the offer (the third part of the transaction) in subsections (A)(3) and (A)(4), it does not address the requirements applicable to the insurer's *communication* of the offer to the insured (the first part of the transaction). Rather, that aspect of the meaningful offer analysis remains governed by the standards set forth in *Wannamaker* and its progeny.

Section 38-77-350 sets forth the minimum requirements of a form offering optional coverage. *Butler v. Unisun,* 323 S.C. at 408, 475 S.E.2d at 761. "[A] form does not necessarily

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constitute a meaningful offer simply because it was approved by the Department of Insurance." *Floyd v. Nationwide,* 367 S.C. 253, 262, 626 S.E.2d 6, 12 (2005).

The insurer must comply strictly with the statute to receive its benefits. For example, the "plain and unambiguous terms of the statute" require that the offer form be completed as expressly stated in subsection B to gain the statutory presumption. *Id.* at 263, 626 S.E.2d at 12.

If an offer fails to comply with this statute, the insurer is denied the presumption of an informed rejection; however, the insurer may nevertheless argue it made a meaningful offer under the *Wannamaker* analysis. *Id.* at 264, 626 S.E.2d at 12. Regardless, "[w]hether the analysis is focused primarily on the written form, the *Wannamaker* analysis, or both, the purpose of requiring automobile insurers to make a meaningful offer of additional UM or UIM coverage 'is for insureds to know their options and to make an informed decision as to which amount of coverage will best suit their needs.'" *Croft v. Old Republic Ins. Co.,* 365 S.C. 402, 421, 618 S.E.2d 909, 918-19 (2005), *quoting Progressive Cas. Ins. Co. v. Leachman,* 362 S.C. at 352, 608 S.E.2d at 573.

Under the *Wannamaker* analysis, a court can consider a form that is not properly completed under the statute. *Cohen v. Progressive Northern Ins. Co.,* 402 S.C. 66, 737 S.E.2d 869 (Ct. App. 2013). Nevertheless, an insurer cannot satisfy its burden of proof by relying solely upon an offer form that fails to satisfy Section 38-77-350. *See Grinnell Corp. v. Wood*, 389 S.C. 350, 358, 698 S.E.2d 796, 800 (2010).[2] In *Grinnell*, the South Carolina Supreme Court held: "If the only evidence presented in this record were the statutorily deficient and incorrectly executed offer form, the court of appeals opinion would have to be affirmed." The court of appeals had held: "It is axiomatic that a form which fails under the requirements of section 38-77-350(A) would not meet

[2] In *Cohen,* the Court of Appeals found there was a meaningful offer based upon the UIM offer form *plus* evidence that the agent who took the policy application had reviewed the form with the insured and orally explained UIM coverage to the insured.

the requirements of *Wannamaker* without evidence outside of the offer form. ... To meet its burden of proof, an insurer must provide evidence outside of the offer form itself to prove satisfaction of the *Wannamaker* test." *Grinnell Corp. v. Wood*, 378 S.C. 458, 663 S.E.2d 61, 68-69 (Ct. App. 2008).

3. Valid rejection of a meaningful offer.

To be effective as a rejection of UIM coverage, an otherwise meaningful offer must also be rejected in writing by the named insured. S.C. Code Ann. § 38-77-350(A)(3) & (4); *Allstate Ins. Co. v. Hancock*, 345 S.C. 81, 545 S.E.2d 845 (2001).

ARGUMENT

Defendant did not satisfy its statutory duty to make a meaningful offer of UIM coverage to Plaintiff, nor did Defendant obtain Plaintiff's valid rejection of such an offer.

On April 10, 2015, Plaintiff contacted Defendant via telephone to purchase a motorcycle insurance policy. Defendant issued the policy that day and took payment over the telephone.

Thereafter, Defendant mailed Plaintiff a copy of the policy, with a declarations page that stated "insured rejects" next to UIM coverage, even though Defendant had not yet obtained a rejection form signed by Plaintiff. Along with the Policy, Defendant included in the mailing to Plaintiff a form purporting to offer UIM coverage.

Obtaining the insured's selection without educating him about the nature of the coverage (and satisfying the other aspects of the *Wannamaker* analysis) and then memorializing that choice by issuing the policy without UIM coverage before providing a selection form – so that Plaintiff received a document stating UIM coverage was already rejected when he was asked to sign and return that form – was not a commercially reasonable process. *In short, Defendant executed its obligation to advise Plaintiff in reverse order*: It ostensibly got an oral rejection of coverage first

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and then sought to explain the coverage in writing thereafter. Under these circumstances, Defendant failed to communicate the offer via a reasonable method of communication and in a fashion that was reasonably calculated to bring the offer to the Plaintiff's attention. As such, it failed to meet the first prong of the *Wannamaker* analysis of whether it satisfied its statutory duty to make a meaningful offer of UIM coverage.

The form did not specify the exact premium for each level of coverage available to Plaintiff even though Defendant knew the exact amount of the premium for the optional coverage. Instead, it listed the semi-annual premium for minimum limits coverage as "$23.00 to $780.00" – a difference of $757.00. Given this lack of clarity, a reader of the form desiring to purchase minimum limits UIM coverage would be left with the dilemma of not knowing how much that coverage would cost and either selecting it and risking almost doubling the policy's existing premium or declining it because of the confusion. As such, the form was not a meaningful offer under the *Wannamaker* analysis ("the insurer must specify the limits of optional coverage ... [and] the insured must be told that optional coverages are available for an additional premium") or under S.C. Code Ann. § 38-77-350(A)(2) (1976, as amended) ("The form, at a minimum, must provide ... a list of available limits and the range of premiums for the limits"). *See American Security Ins. Co. v. Howard*, 315 S.C. 47, 51, 431 S.E.2d 604, 607 (Ct. App. 1993) (the form must state the dollar amounts of available optional coverages and must list a separate premium amount for each of the specified limits). The failure to provide specific premium amounts for each optional coverage amount is "fatal and renders the offer ineffective." *Ackerman v. The Travelers Indem. Co.*, 318 S.C. 137, 456 S.E.2d 408, 412 (Ct. App. 1995), *citing American Security Ins. Co. v. Howard*, 315 S.C. 47, 431 S.E.2d 604 (Ct. App. 1993).

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In addition, even though Section 38-77-160 required Defendant to offer UIM coverage "up to the limits of the insured liability coverage," the UM/UIM Offer Form offered coverage with limits of $50,000/$100,000/$25.000 and $100,000/$300,000/$50,000, each of which exceeded the BI coverage provided by the Policy. This further demonstrates Defendant did not comply with its statutory duty to make a meaningful offer.

Plaintiff returned the form to Defendant but it was not completed as required by the statute. Plaintiff checked the selection boxes on the form. They were not "completed by an insurance producer or a representative of the insurer" as required by Section 38-77-350(B). Because the form was not completed consistently with the express provisions of the statute, Defendant cannot benefit from the statute's statutory presumption. *See Floyd v. Nationwide,* 367 S.C. 253, 262, 626 S.E.2d 6, 12 (2005).

CONCLUSION

For the reasons set forth above, Plaintiff requests that this Court grant his Motion for Summary Judgment, deny Defendant's Motion for Summary Judgment, declare that Defendant provides UIM coverage under the Policy for his claim from the Collision, and reform the Policy to include UIM coverage with bodily injury limits of $25,000/$50,000.

Respectfully submitted,

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P. A.

BY: /s/ Bert G. Utsey, III

Bert G. Utsey, III
Post Office Box 30968
Charleston, SC 29417
Tel.: (843) 549-9544
Email: butsey@pmped.com

Attorneys for Plaintiff

October 31, 2018
Charleston, South Carolina

ELECTRONICALLY FILED - 2018 Nov 12 8:49 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	C/A No.: 2017-CP-07-00241
Jamar Markel Bronner,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S SUPPLEMENTAL
v.	)	MEMORANDUM IN SUPPORT OF
	)	MOTION FOR SUMMARY JUDGMENT
GEICO Indemnity Company,	)	
	)	
Defendant.	)	
	)	

INTRODUCTION

As authorized by the Court at the October 31, 2018 hearing on the parties' Motions for Summary Judgment, Plaintiff submits this Supplemental Memorandum to provide references to the relevant portions of depositions filed in connection with the motions.

Specifically, this Supplemental Memorandum will refer to the depositions of Plaintiff Jamar Markel Bronner ("Bronner depo."), Defendant's employee and Rule 30(b)(6), SCRCP, representative Rose Bettridge ("Bettridge depo.")[1], and Defendant's employee Steven Stewart ("Stewart depo.").

This memorandum is intended to supplement – but not to supersede – Plaintiff's previously filed Memorandum in Support.

As noted at the hearing, the Court's focus should be on Defendant's written offer of UIM coverage and not the alleged oral offer during the parties' initial telephone call. However, if the

[1] Given that Bettridge was Defendant's Rule 30(b)(6) designee, it is as if Defendant were speaking through her; thus, Defendant is bound by her testimony the same as if Defendant made factual admissions. *See, e.g., Career Counseling v. Amsterdam Printing & Litho*, 2018 WL 3037106 at *7 n. 17 (D.S.C. 2018) (a corporation is bound by the deposition testimony of its Rule 30(b)(6) designee), *citing Covol Fuels No. 4 v. Pinnacle Min. Co.*, 785 F.3d 104, 113 n.13 (4th Cir. 2015) and *Ethox Chem. v. Coca-Cola Co.*, 2014 WL 2719214 at *2 (D.S.C. 2014).

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Court disagrees and concludes the focus should be on the telephone call, there are genuine issues of material facts that would preclude summary judgment on that topic. As such, this memorandum separately addresses the written offer and the telephone call.

DISCUSSION OF FACTS

Written Offer Form

On April 10, 2015, Plaintiff contacted Defendant via telephone and purchased a motorcycle insurance policy. Plaintiff and Defendant's representative have contrary versions of what was said during the call (see below).

However, it is undisputed that, whatever transpired in that telephone call, Defendant thereafter sent Plaintiff a written offer of UIM coverage, the response to which is the basis for Defendant's claim the Policy does not provide UIM coverage. This subsequent written offer should be the focus of the Court's inquiry herein. *See Antley v. Nobel Ins. Co.,* 350 S.C. 621, 567 S.E.2d 872 (Ct. App. 2002) (when an insurer undertakes to make a "new" offer of UIM coverage to its insured, even if not required to, the new offer must satisfy statutory standards).

While – as demonstrated at the hearing – there are several problems with the written offer form and the way it was completed, Plaintiff does not address all of those issues in this Supplemental Memorandum. In doing so, Plaintiff does not abandon his other arguments.

One deficiency of the form was its failure to list the specific premium for the optional coverage available to Plaintiff.[2] The premium listed on the form for minimum limits coverage was

[2] Plaintiff's policy had the minimum liability limits required by South Carolina law – that is, $25,000/$50,0000/$25,000. Defendant was only required to offer UIM up to these limits. In fact, its offer form stated: "You may not purchase Underinsured Motorist Coverage with limits in excess of your liability limits." Yet, Defendant's form offered UIM coverage with optional limits of $25,000/$50,0000/$25,000, $50,000/$100,000/$25,000, and $100,000/$300,000/$50,000, even though Plaintiff could only select one of these three options. This created a further an ambiguity in the form.

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"$23.00 to $780.00". At the time Defendant sent the form to Plaintiff, it knew the exact amount of the premium Plaintiff would have to pay to accept the offer of UIM coverage. (Bettridge depo., pp. 41-42, 49-50; Stewart depo., pp. 59-61). Even though it the exact amount of the premium and could have included it on the form (Bettridge depo., pp. 42-43, 47-50; Stewart depo., pp. 64-66), Defendant still sent the form to Plaintiff with this less-than-informative range of costs.[3] As such, the form does not meaningfully advise the Plaintiff of his options.

Defendant argued at the hearing that Plaintiff testified he read and understood the offer form. However, Plaintiff's deposition testimony actually was:

> Q And then it also enclosed a coverage option forms, and it said: Please read any enclosed state information and option forms for further instructions. Is that contained in the cover letter?
>
> A I believe so.
>
> Q And it also referred to a coverage description. It says: This page provides explanation of insurance terms. Did you see that?
>
> A I believe so.
>
> Q **And did you read through this and understand what it said?**
>
> A **No.** Like I said, I didn't read through the whole thing. I just went to the part where the -- was it the -- what page was it? The declaration page.
>
> Q Okay. That's the page that you referred to?

---

[3] Defendant argues this was permissible because the law authorizes an insurer to offer UIM coverage with a "range of premiums." But Defendant uses this phrase out of context. Under the *Wannamaker* analysis, "the insurer must specify the limits of optional coverage ... [and] the insured must be told that optional coverages are available for ***an*** additional premium." *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1987). Section 38-77-350(A)(2) requires: "The form, at a minimum, must provide ... a list of available limits and ***the range of premiums for the limits***". This demonstrates that the premium listed must be a specific premium and that any reference to a "range" is with reference to specific premiums applicable to the range of available limits. *See also American Security Ins. Co. v. Howard*, 315 S.C. 47, 51, 431 S.E.2d 604, 607 (Ct. App. 1993) (the form must state the dollar amounts of available optional coverages and must list a separate premium amount for each of the specified limits). Where, as here, only one optional limit was available, there should be only one specific premium listed.

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A Yes, sir.

Q And did you understand what was on that?

A Everything except for it said I rejected the underinsured part.

(Bronner depo., pp. 48-49) (emphasis added).

A point of discussion at the hearing was whether Defendant's offer form was approved by the Director of the South Carolina Department of Insurance. This is a requirement under S.C. Code Ann. § 38-77-350(A) (1976, as amended); but, the mere fact that the Director has approved a form does not make the form legally sufficient. *See, e.g., Floyd v. Nationwide,* 367 S.C. 253, 262, 626 S.E.2d 6, 12 (2005) (finding that a form did not satisfy Section 38-77-350 and noting: "a form does not necessarily constitute a meaningful offer simply because it was approved by the Department of Insurance.").

Telephone Call

Defendant argues it is undisputed that, in the initial telephone conversation with Plaintiff, its employee Stewart made an offer of UIM coverage, explained the nature of that coverage, and advised Plaintiff of the total premium cost for the Policy with and without UIM coverage (but not a specific premium amount for UIM coverage). (Stewart depo., p. 50-52, 59-63). There is no recording of the conversation (Stewart depo., p. 58), so Defendant relies upon what Stewart stated in his affidavit.

However, there are inherent questions as to the credibility of Stewart's statements. He does not remember the conversation. (Stewart depo., p. 56). Stewart admitted his testimony on this topic was based on his review of Defendant's records regarding the Policy and his training. (Stewart depo., pp. 56-57). Defendant's documentation did not contain the substance of Stewart's alleged statements and only reflected that Plaintiff "wishe[d] to reject" UIM coverage but no explanation why. (Stewart depo., p. 61). In sum, he says he made certain statements because he

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should have made those statements, not because he specifically recalls making them or because there is a specific record of his making them.

Moreover, Plaintiff disputed Stewart's claims. Specifically, he did not remember Stewart "saying nothing [sic] about is this mandatory or you can reject this." (Bronner depo., p. 38). Plaintiff testified: "I wasn't explained this underinsured motorist thing." (Bronner depo., p. 52). He specifically denied that Stewart advised him of the premium for him to add UIM coverage to the Policy. (Bronner depo., pp. 73-74).

These are genuine issues of material facts that preclude summary judgment based on the substance of the telephone call. However, as noted above, because Plaintiff is entitled to summary judgment based on the inadequate written offer form and response, the Court need not address the telephone conversation; as such, the disputed facts regarding the telephone call become irrelevant.

CONCLUSION

For the reasons set forth above and in his initial Memorandum in Support, Plaintiff requests that this Court grant his Motion for Summary Judgment, deny Defendant's Motion for Summary Judgment, declare that Defendant provides UIM coverage under the Policy for his claim from the Collision, and reform the Policy to include UIM coverage.

Respectfully submitted,

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P. A.

BY: /s/ Bert G. Utsey, III
Bert G. Utsey, III
Post Office Box 30968
Charleston, SC 29417
Tel.: (843) 549-9544
Email: butsey@pmped.com

Attorneys for Plaintiff

November 12, 2018
Charleston, South Carolina

ELECTRONICALLY FILED - 2018-Nov 16 2:18 PM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER,	)	
	)	
Plaintiff,	)	
	)	**DEFENDANT'S SUPPLEMENTAL MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**
vs.	)	
	)	
GEICO INDEMNITY COMPANY,	)	
	)	
Defendant.	)	
	)	

The Defendant, GEICO Indemnity Company (hereinafter "GEICO"), presents this memorandum of law in response to the Plaintiff's Supplemental Memorandum. The Defendant reserves all arguments from the original brief and hearing.

- The law states that if a form that satisfies the requirements of section 350(A) is signed by a named insured, then there is a ***conclusive presumption*** that a meaningful offer was made according to S.C. Code Ann. § 38-77-350(B).
- Mr. Bronner signed and returned the completed rejection form.
- GEICO is entitled to a conclusive presumption that a meaningful offer was made.
- Because of the fact that Mr. Bronner signed and returned the completed rejection form, GEICO is entitled to a conclusive presumption that a meaningful offer was made. This goes far beyond the scintilla of evidence requirement to deny the Plaintiff's motion for summary judgment.
- Because of the fact that Mr. Bronner signed and returned the completed rejection form, GEICO is entitled to a conclusive presumption that a meaningful offer was made. Thus, GEICO is entitled to summary judgment based upon a simple application of the law as written to the facts of this case.

The meaningful offer requirement can be satisfied in one of two ways: compliance with S.C. Code Ann. § 38-77-350(A) or compliance with the four-part test established by the South Carolina Supreme Court in *State Farm Mutual Insurance Co. v. Wannamaker*, 291 S.C. 518, 354

S.E.2d 555 (1987). *Cohen v. Progressive Northern Ins. Co.*, 402 S.C. 66, 73, 737 S.E.2d 869 (Ct. App. 2013). GEICO has satisfied the meaningful offer requirement under both.

CONCLUSION

GEICO is clearly entitled to the conclusive presumption that a meaningful offer of UIM coverage was made to the Plaintiff, because the Plaintiff signed and returned the rejection form. Because of the executed and signed form, the Plaintiff is clearly not entitled to summary judgment and the Defendant clearly is entitled to summary judgment, as the form signed by the insured constitutes a ***conclusive presumption*** that the meaningful offer was made.

RESPECTFULLY SUBMITTED:

s/ *Tom Milligan*

Thomas H. Milligan (SC Bar # 12272)
MILLIGAN & HERNS, PC
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Telephone: (843) 971-6750
Facsimile: (843) 971-6509
Email: tom@milliganlawfirm.com

ATTORNEYS FOR GEICO
INDEMNITY COMPANY

November 16, 2018
Mt. Pleasant, South Carolina

ELECTRONICALLY FILED - 2018 Nov 16 2:18 PM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

ELECTRONICALLY FILED - 2019 Jan 28 1:16 PM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER, .)	
)	
Plaintiff,)	
)	**DEFENDANT'S MEMORANDUM IN**
vs.)	**OPPOSITION TO PLAINTIFF'S**
)	**MOTION TO ALTER OR AMEND**
GEICO INDEMNITY COMPANY,)	
)	
Defendant.)	
)	

The Defendant, GEICO Indemnity Company (hereinafter "GEICO"), presents this memorandum of law in response to the Plaintiff's Supplemental Memorandum. The Defendant reserves all arguments from the original brief and hearing.

The Plaintiff appears to have reiterated the same arguments that have previously been rejected by the Court. The Defendant would re-emphasize that:

- The law states that if a form that satisfies the requirements of section 350(A) is signed by a named insured, then there is a ***conclusive presumption*** that a meaningful offer was made according to S.C. Code Ann. § 38-77-350(B).

  A Conclusive Presumption or absolute **presumption** or irrebuttable **presumption** of law refers to **presumption** which cannot be overcome or changed by any additional evidence or argument. *USLEGAL, INC.*

  A **conclusive presumption** is a **presumption** of law that cannot be rebutted by evidence and must be taken to be the case whatever the evidence to the contrary. *Wikipedia.*

  A **conclusive presumption** is defined as, "A **presumption** that cannot be overcome by any additional evidence or argument." **Black's Law Dictionary**.

- Mr. Bronner signed and returned the completed rejection form.

- GEICO is entitled to a conclusive presumption that a meaningful offer was made.

- Because of the fact that Mr. Bronner signed and returned the completed rejection form, GEICO is entitled to a conclusive presumption that a meaningful offer was made.

ELECTRONICALLY FILED - 2019 Jan 28 1:16 PM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

- Because of the fact that Mr. Bronner signed and returned the completed rejection form, GEICO is entitled to a conclusive presumption that a meaningful offer was made. Thus, GEICO is entitled to summary judgment based upon a simple application of the law as written to the facts of this case.

The meaningful offer requirement can be satisfied in one of two ways: compliance with S.C. Code Ann. § 38-77-350(A) or compliance with the four-part test established by the South Carolina Supreme Court in *State Farm Mutual Insurance Co. v. Wannamaker,* 291 S.C. 518, 354 S.E.2d 555 (1987). *Cohen v. Progressive Northern Ins. Co.,* 402 S.C. 66, 73, 737 S.E.2d 869 (Ct. App. 2013). GEICO has satisfied the meaningful offer requirement under both.

CONCLUSION

GEICO is clearly entitled to the conclusive presumption that a meaningful offer of UIM coverage was made to the Plaintiff, because the Plaintiff signed and returned the rejection form. Because of the executed and signed form, the Plaintiff is clearly not entitled to summary judgment and the Defendant clearly is entitled to summary judgment, as the form signed by the insured constitutes a ***conclusive presumption*** that the meaningful offer was made.

RESPECTFULLY SUBMITTED:

s/ *Tom Milligan*

Thomas H. Milligan (SC Bar # 12272)
MILLIGAN & HERNS, PC
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Telephone: (843) 971-6750
Facsimile: (843) 971-6509
Email: tom@milliganlawfirm.com

January 28, 2019
Mt. Pleasant, South Carolina

ATTORNEYS FOR GEICO
INDEMNITY COMPANY

EXHIBIT # 1

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

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GEICO

geico.com

Tel: 1-800-841-3000

Declarations Page

This is a description of your coverage.
Please retain for your records.

GEICO INDEMNITY COMPANY
One GEICO Boulevard
Fredericksburg, VA 22412-0003

Date Issued: April 10, 2015

Policy Number: 4390-46-24-08
Coverage Period:
04-10-15 through 04-10-16
Your coverage begins and ends at 12:01am local time at the address of the named insured.

JAMAR MARKEL BRONNER
30 OLD COUNTRY DR
BEAUFORT SC 29906

Email Address: BRONNER39@GMAIL.COM

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

Named Insured	Additional Drivers
Jamar M Bronner	None

Vehicle		VIN	Vehicle Location	Finance Company/ Lienholder
1 2009 Harley	FLHX St Gl	1HD1KB4109Y656080	Beaufort SC 29906	Eaglemark Savings Bank

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	$25,000/$50,000	$153.00
Property Damage Liability	$25,000	$56.00
Uninsured Motorists Bodily Injury Each Person/Each Occurrence	$25,000/$50,000	$275.00
Property Damage	$25,000	$130.00
Underinsured Motorist Bodily Injury Each Person/Each Occurrence	Insured-Rejects	-
Property Damage	Insured-Rejects	-
Comprehensive	$500 Ded	$163.00

20050C4390462408439CG3008702

T-1
DEC_PAGE (03-14) (Page 1 of 2)

DEFENDANT'S EXHIBIT

PENGAD 800-631-6989

Coverages Continued on Back
New Policy Page 7 of 44

Coverages*	Limits and/or Deductibles	Vehicle 1
Collision	$500 Ded	$306.00
Towing & Labor Costs		$10.00
Total Twelve Month Premium		**$1,093.00**

*Coverage applies where a premium or $0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts

The total value of your discounts is	**$123.00**
Msf Course (All Vehicles)	$123.00

Contract Type: FAMILY
Contract Amendments: ALL VEHICLES - A40SC(12-98) CRA743(03-14)

Unit Endorsements: CRA663C (01-06)(VEH 1); UE316Y (07-11)(VEH 1); CRA750 (08-06) (VEH 1)

Important Policy Information

-The following fees are applicable to South Carolina policies and failure to pay any fee when due could result in us commencing collection proceedings against you: Installment Fees-$5.00, Electronic Fund Transfer Fee-$1.00, Returned Check Fee-$20.00 and Certificate of Financial Security/SR22 Filing Fee-$25.00.

-Insurance premiums are based on many factors, which include conviction and accident records, years of driving/operating experience, vehicle usage, and many others. You are not currently receiving the lowest rate available. One important reason for this is accidents and/or convictions on record.

-Please complete, sign and return the Option Forms enclosed within 10 days. Failure to do so may result in a change to your premium.

-Confirmation of coverage has been sent to your lienholder and/or additional insured.

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EXHIBIT # 2

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

In The Matter Of:

Jamar Markel Bronner v.

GEICO Indemnity Company

Jamar Markel Bronner, Sr.

January 18, 2018

LRM Court Reporting, LLC

P.O. Box 189

Summerville, SC 29484

Original File 0118bron.txt

Min-U-Script® with Word Index

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STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT
Case No. 2017-CP-07-00241

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

DEPOSITION OF:
JAMAR MARKEL BRONNER, SR.

DATE: January 18, 2018
TIME: 9:37 AM
LOCATION: Law Offices of
Margie Bright
205 E. Washington
Walterboro, SC
REPORTED BY: LANA EDMONDS,
Certified Shorthand Reporter

Any court, party, or person who has purchased a transcript may, without paying a further fee to the reporter, reproduce a copy or portion thereof as an exhibit pursuant to court order or rule or for internal use, but shall NOT otherwise provide or sell a copy or copies to any other party or person.

APPEARANCES

For the Plaintiff: McDougall Law Firm, LLC
By: J. Olin McDougall, II
115 Lady's Island Commons
Beaufort, SC 29907
(843) 379-7000

Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.
By: Bert Glenn Utsey, III
123 S. Walter Street
Walterboro, SC 29488
(843) 549-9544

For the Defendant: Milligan & Pogue, PC
By: Thomas H. Milligan
721 Long Point Road, Ste. 401
Mt. Pleasant, SC 29464
(843) 971-6750

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EXHIBITS

Exhibit No.	Description	Page
Dft. 1	Multipage document	4
Dft. 2	Multipage document including a cover letter dated April 10, 2015 from O. M. Niceley to Jamar	4

EXHIBITS (Continued)

Exhibit No.	Description	Page
Dft. 3	Four-page document entitled GEICO Indemnity Company dated May 1, 2015	4
Dft. 4	Four-page document entitled GEICO Indemnity Company dated May 7, 2015	4
Dft. 5	Two-page document entitled Notice of Cancellation for Nonpayment of Premium dated September 15, 2015	4
Dft. 6	Three-page document entitled GEICO Indemnity Company dated April 12, 2016	4

PROCEEDINGS

(DFT. EXH. 1, Multipage document, was marked for identification.)

(DFT. EXH. 2, Multipage document including a cover letter dated April 10, 2015 from O. M. Niceley to Jamar Markel Bronner, was marked for identification.)

(DFT. EXH. 3, Four-page document entitled GEICO Indemnity Company dated May 1, 2015, was marked for identification.)

(DFT. EXH. 4, Four-page document entitled GEICO Indemnity Company dated May 7, 2015, was marked for identification.)

(DFT. EXH. 5, Two-page document entitled Notice of Cancellation for Nonpayment of Premium dated September 15, 2015, was marked for identification.)

(DFT. EXH. 6, Three-page document entitled GEICO Indemnity Company dated April 12, 2016, was marked for identification.)

Thereupon, JAMAR MARKEL BRONNER, SR., the deponent, called for examination by counsel

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for Defendant and, after having been duly sworn by the notary, was examined and testified as follows:

EXAMINATION BY COUNSEL FOR THE DEFENDANT

BY MR. MILLIGAN:

Q And would you state your full name for the record, please?

A Jamar Markel Bronner, Sr.

Q And, Mr. Bronner, my name is Tom Milligan. I've been hired by GEICO Insurance Company to defend the lawsuit that you filed concerning the declaratory judgment on the coverage issue.

Today I'm going to ask you some questions about your personal background a little bit, and I may cover the accident just briefly, but mostly I'm going to ask you questions about your application for the policy with GEICO and the policy.

If at any time you don't understand my question or if you don't hear me, ask me to repeat or rephrase the question. Make sure that you understand the question and hear it before you give your answer.

If you do answer a question today, I'm

going to assume that you heard it and understood it. Is that fair?

A Yes.

Q And you're also sworn to tell the truth just like you would be in a court of law, and the court reporter is making a record of all of my questions and all of your responses, and this is sworn testimony that can be used later on in court if necessary.

And so it's important that we take steps to make sure that we have a clear record of all of my questions and all of your responses.

A couple of basic ground rules that we need to follow is that, first of all, we can't talk over each other. And so even if you anticipate my question, let me finish it completely before you jump in and give your answer. Likewise, I'll try not to interrupt or talk over you.

And the other thing is that you need to answer my question verbally by saying yes or no instead of nodding your head or saying uh-huh or huh-uh. So if you'll try to do that throughout the deposition.

If you'll also try to speak up loudly,

that will make it easier for the court reporter to hear your responses and take them down. Is there any reason why you cannot give your deposition today?

A No, sir.

Q Do you feel well enough to give your deposition?

A Yes.

Q Are you taking any kind of medication that might affect your ability to understand and answer my questions?

A No.

Q I'm also supposed to tell you that if you have questions about the procedure, you should direct those questions to me.

And personally I don't necessarily understand that rule because I think if you don't understand the procedure, you should ask them, and Skip or Lin or I will help you to understand what's going on to make sure you're comfortable with the procedure.

And I'm also not here to make you uncomfortable, and I don't anticipate this taking very long. It may take an hour or two. And if at any time you need a break, just let me know and

I'll take a break for you.

A Okay.

Q Now, during the confines of the deposition from start to finish, if we take a break and you discuss your testimony with anyone, even your attorneys, I'd have the right to ask you questions about that, and you would be obligated to answer my questions. So do you understand that?

A Yes.

Q All right. Do you have any questions for me at this time about the procedure?

A No, sir.

Q All right. What is your date of birth?

A 9-7-1983.

Q And how old does that make you currently?

A 34.

Q Where were you born and raised?

A Jersey City, New Jersey.

Q And how long did you live there?

A All my life till about -- been in South Carolina ten years.

Q Did you go through high school in Jersey City?

A As far as I got was eleventh.

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Q So you dropped out of school in the eleventh grade?
A Yes, sir.
Q What school were you going to at the time?
A William Dickinson.
Q And is that in Jersey City?
A Yes, sir.
Q And why did you decide to stop school in the eleventh grade?
A I had a child. So I put myself out there in the workforce.
Q And what was the calendar year when you stopped going to school?
A I don't remember.
Q Would it have been right around 2000 when you were 17 years old?
A Yes, sir.
Q Okay. Who did you have a child with?
A Her name is Colette Halley.
Q And how do you spell that last name?
A H-A-L-L-E-Y.
Q And where does she live?
A I believe East Orange, New Jersey.
Q And what's your child's name?

A Ain't been mine.
Q Okay. Do you know the name of the child?
A Yanae (phonetic).
Q Yanae? And is the last name Halley?
A Uh-huh.
Q For the record, that's yes?
A Yes.
Q And where do they live?
A East Orange, New Jersey.
Q Okay. Do you still have any contact with them?
A No.
Q Do you have to pay child support?
A No. Proved through paternity the child wasn't mine.
Q Okay. But you had stopped school already because of that?
A Yes, sir.
Q And so where did you go to work when you dropped out of school?
A Newport Mall, a place called Dippin' Dots ice cream stand.
Q And before I go through your employment history, have you ever gotten any other education after leaving high school?

A On-Target Training, GED program.
Q And what year did you get your GED?
A I never -- I think I missed the state's exam, and I ain't go back.
Q So you actually have not gotten your GED?
A No, not yet.
Q But you went through the courses to try to get it?
A Yes.
Q Are you still working on that?
A Yes.
Q And where are you working on your GED?
A I'm trying to find a place now in Beaufort.
Q Okay. How would you describe your education level?
A Education level is good.
Q Do you understand reading and writing?
A Yes, sir.
Q How long did you work at Dippin' Dots?
A Probably about a year or so.
Q What was your job at Dippin' Dots?
A Just serving ice cream, cashiering.
Q And why did you decide to leave Dippin' Dots?

A Some days had good days, some days had bad days.
Q And did you resign from Dippin' Dots?
A No. I just stepped off.
Q Okay. And did you immediately go to another job, or were you unemployed for a while?
A I was taught how to cut hair.
Q Okay. Did you go to a school for that?
A My older brother had a master barber license.
Q And did you actually go to work cutting hair?
A Sometimes. Sometimes I just worked out of the house.
Q And how long did you do that?
A Until I moved here. So up until I move here.
Q And what year did you move to South Carolina?
A I moved to South Carolina in '07 -- in '07.
Q And why did you decide to move to South Carolina?
A Because I got laid off from the post office.

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Q Okay. So you were working at the post office in Jersey City?
A Yeah.
Q And what years did you work for the post office?
A From 2004 to 2007.
Q And what was your job for the post office?
A I was a mail handler and a mail clerk.
Q And you said you got laid off from that job?
A Yes, sir.
Q How long were you unemployed after leaving the post office?
A I came down here in '07. Probably about three months, two months.
Q And why in particular did you pick South Carolina?
A I had family down here that I never met. So I started being around them, and then the weather, I ain't have to worry about no snow. So that was one of the main things was no snow. So I came down here, and that's where I been.
Q What family do you have living in Beaufort County?

A My kids right now.
Q Can you give me their names and ages, please?
A Oldest is Jamari.
Q And do you mind spelling them, too?
A J-A-M-A-R-I, last name same, Bronner, B-R-O-N-N-E-R.
Q And how old is Jamari?
A Jamari is 9.
Q And what other children do you have?
A Nevea (phonetic), last name Madison. She's 8. And Jamar Bronner, he's a junior. He's 6. Jaxon, J-A-X-O-N, last name Bronner. He's 1.
Q And do you have any other children?
A No.
Q Okay. Have you ever been married?
A Once.
Q And who were you married to?
A Jenny Page (phonetic).
Q What years were you married to Ms. Page?
A I don't remember.
Q Okay.
A It wasn't -- it was like more of a mistake.
Q So it didn't last very long?

A No.
Q Okay.
A Like two weeks, three weeks. Couldn't get an annulment. So I had to ride it out, but I ain't been with her. You know what I mean?
Q And where does she live?
A Beaufort.
Q All right. Who is the mother of your children?
A Jenny is the mother of Jaxon and Jamari.
Q And who is the mother of the other two?
A Kiefer (phonetic) Washington is Jamar, and Lashonda (phonetic) Madison is Nevea.
Q Okay. What's your current address?
A 1800 Salem Road.
Q And where is that located?
A Beaufort.
Q What's the zip code?
A 29903.
Q And who all lives there with you?
A Me.
Q Where do your children live?
A With their parents.
Q Okay. How long have you lived at 1800 Salem Road?

A Since February of '16.
Q And do you own that, or are you renting it?
A Renting.
Q And are you the one responsible for paying all the bills?
A Yes.
Q What type of bills do you receive there?
A Light, water, and cable.
Q All right. If you don't mind, if you can tell me where you worked ever since you moved to South Carolina.
Let me ask you this first. Have you lived anywhere else other than South Carolina and Jersey City?
A No, sir.
Q Okay. Where all have you worked since living in South Carolina? If you can start with the oldest in time when you came here in 2007.
A Press Printing back in 2007.
Q And what was your job there?
A A pressman/delivery person.
Q And do they publish a newspaper?
A Yes, sir.
Q Is that like the Island Packet or

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JAMAR MARKEL BRONNER, SR. Page 17

something?
A No. Walterboro Press Printing coupons and all that nature.
Q All right. How long did you work for them?
A For about six months.
Q And why did you leave that job?
A She fired me.
Q And do you know what her reason was for firing you?
A Because I ain't watching the truck.
Q Okay. And how long were you unemployed after being fired from Press Printing?
A Probably about three months.
Q And where did you go to work next?
A Bayview Manor.
Q And Bayview Manor is the nursing home?
A Yes.
Q What was your job there?
A Floor tech.
Q What does a floor tech do?
A Basically strip, wax, buff floors.
Q So you didn't have any responsibility for caring for the patients themselves?
A No. No.

JAMAR MARKEL BRONNER, SR. Page 18

Q And what years did you work at Bayview Manor?
A From '08 until May -- to May '08.
Q And why did you leave that job?
A I got shot.
Q You got shot?
A Yeah.
Q Okay. Do you mind telling me how that happened?
A Somebody kicked my door in. I shot and killed him, and he shot me.
Q Okay. Do you know why this happened?
A No.
Q I mean, why would somebody want to kick in your door and shoot you?
A I don't know. I guess they thought I was a slouch or something. I ain't been from here. So thought I probably going to be an easy target or something.
Q Was it a home invasion type of deal?
A No. I found out later it was over a girl.
Q Okay. Who was the person that you shot and killed?
A His name was Isaac Chisolm.

JAMAR MARKEL BRONNER, SR. Page 19

Q Did he have anyone with him when he broke into your house?
A Not that I'm aware of. I was in the place when it happened. I was asleep.
Q And were you charged with anything for that?
A No, sir.
Q And is that because you were defending yourself?
A Yes.
Q Okay. And what part of your body got shot?
A Underneath my right arm and about an inch away from my spine.
Q And where did you go for treatment for that?
A Beaufort Memorial.
Q And how long were you out of commission before you could go back to work?
A Well, I'll say about a year roughly.
Q And where did you go to work after that when you returned to the workforce?
A Parris Island.
Q And what was your job at Parris Island?
A Mess hall attendant.

JAMAR MARKEL BRONNER, SR. Page 20

Q And what years did you do that?
A From '09 to 2011.
Q And why did you leave that job?
A Basically, it wasn't really panning out. One week you'll have 40 hours. Next week you'll have 20 hours. One week you'll have 30 hours. One day you'll make four hours.
Q Okay. So you just decided to leave because of the inconsistent work hours?
A Yes.
Q Have you ever done any military service yourself?
A No, sir.
Q After Parris Island, where did you go to work?
A Callawassie.
Q And is that the retirement community out on the island?
A Right there on -- in Okatie, yes.
Q Okay. And what was your job at Callawassie?
A Armed security.
Q And how long did you work there?
A I worked for Callawassie from 2000 -- I think it was 2010 to 2000 -- 2010 to about 2013 or

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JAMAR MARKEL BRONNER, SR. Page 21

'14.
Q And did you always remain a security guard there, or did you get promoted to a --
A Security, always been security.
Q Okay. You never moved up to a higher position in charge of other people?
A No.
Q All right. And why did you leave Callawassie?
A I got a -- well, I didn't get into it. I was enforcing what I was paid to do as far as the community, and a young lady said I cursed her which wasn't true. I had it recorded and everything else, but it ain't end up that way. So they released me. I wasn't fired. They just released me.
Q Okay. And did you go through a period of unemployment after that?
A No.
Q Okay. Where did you go to work next?
A Oldfield right down the road.
Q And what is Oldfield?
A Same type of community as Callawassie.
Q And what was your job there?
A Security.

JAMAR MARKEL BRONNER, SR. Page 22

Q How long did you work for them?
A About seven months.
Q And why did that job end?
A Because they wouldn't switch my shift, had me doing the same thing, working nights. And I was trying to be more home with my kids.
Q All right. And where did you go to work next?
A After that, I worked for a company called National Security.
Q And what was your job for them?
A National Security, same thing, armed security, but I was patrolling different communities, writing state citations and citations and stuff of that nature.
Q How long did you work for them?
A I worked for them -- the guy company folded about eight months after I was with the company.
Q And what year was it that you were working for National Security?
A From 2014 to almost -- 2014 to '15.
Q And where did you go next?
A After that been SCE&G for AlliedBarton.
Q I'm sorry. For what?

JAMAR MARKEL BRONNER, SR. Page 23

A AlliedBarton contracted to SCE&G.
Q What did you do for --
A Armed security.
Q And how long did you work there?
A From '15 until my accident. Well, '14, rather, until my accident.
Q Okay. And the date of this accident was June 24th of 2016. Does that sound correct?
A Yes, sir.
Q Have you worked anywhere since the accident?
A No.
Q I'm going to ask you for your Social Security number, but she's just going to put the last four digits on the transcript.
A Okay.
Q But if you would tell me the whole thing.
A 6770.
Q What injuries did you have in this accident?
A My distal femur been broke along with my patella shattered and a chipped bone in my ankle.
Q And what limitations do you have on you now that prevent you from working, if any?
A They still have me out on light duty due

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to the fact me sitting too long, I have to straighten my leg out, I got wires and rods and pins and everything else in my legs. So it prevent me from bending my leg to the extent that I need to.
Q I tell you, too, today, you know, like I said, I'm not here to make you uncomfortable. If you want to stand up, walk around, do anything that makes you more comfortable, feel free. We can keep talking --
A Okay.
Q -- or we'll take a break for you. Whatever you need.
A Okay.
Q And do you have a current driver's license?
A Yes, sir.
Q Do you mind if I take a look at it?
A (Tendering)
MR. MILLIGAN: And for the record, he's handed me South Carolina Driver's License Number 101543135 which has no restrictions.
BY MR. MILLIGAN:
Q It's got your height as five, eleven and

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weight 202. Does that sound accurate?
A Yes, sir.
Q And I realize in this accident I think you were on a motorcycle. Do you have a separate license for motorcycle or --
A No, sir. The endorsement is on the back of it for motorcycle.
Q Okay. All right. Here's your license back. (Tendering) Thank you.
A Okay.
Q How long have you had your license?
A All my life. Since I turned I think 17 in the city. Yeah, 17.
Q Okay. Has your license ever been suspended or revoked for any reason?
A No, sir.
Q Do you have a primary care physician?
A I forgot his name. It's on Lady's Island.
Q Do you know the name of his practice?
A No, sir. Not offhand.
Q All right. Other than the accident we're here to talk about today, have you ever been involved in any other accidents?
A No, sir.

Q Either as a passenger or driver?
A No, sir.
Q Have you ever had any type of counseling or emotional or psychological issues?
A No, sir.
Q Have you ever been arrested for any reason?
A Yes.
Q How many times have you been arrested?
A About three times.
Q And if you don't mind, how about telling me what year the arrests happened and what you were arrested for starting with the oldest in time.
A The record has been expunged, and I don't remember the date and time.
Q About how long ago was it?
A This is 2018. I'll say '15 and '14. And that's it.
Q And what were the charges against you?
A CDV.
Q Anything other than CDV?
A Breach of trust.
Q And anything else?
A No. That was it.

Q How about telling me the facts leading up to the breach of trust charge.
A A girl brought me a laptop and got mad because I got married and said she was going to get me locked up. So that was her way of getting me locked up.
Q And what happened to those charges?
A It was dismissed.
Q Okay. Were you ever found guilty of any charges?
A No, sir.
Q And you said all those charges have been expunged?
A Yes, sir.
Q So if I went and pulled your record, it would show a clean record?
A Yes, sir.
Q Did you have a lawyer do the expungement for you?
A No, sir.
Q Have you ever given a deposition before like we're doing today?
A No, sir.
Q Have you ever made any other claims of any type other than the claim for injuries that

you've made concerning this auto accident?
A No, sir.
Q Have you ever been a party to any other lawsuit?
A Excuse me?
Q Have you ever been a party to any other lawsuit?
A No, sir.
Q Either a Plaintiff or a Defendant for any reason?
A No, sir.
Q Are there any other jobs that you've held that we have not discussed?
A No, sir.
Q I thought I saw a reference to you working as a professional disc jockey. Have you ever done that?
A I was a DJ. That's not a job.
Q Is that just a side business?
A That's just a recreational thing.
Q Okay. Is that your own business?
A No. That was just something that I did for fun.
Q Do you still do that?
A No. After my wreck, I stopped a lot of

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stuff.
Q Did you ever incorporate a business for that?
A No, sir.
Q Or was it just you going out and working?
A Just go out and working. Just like somebody in the family need a party done, do a party, stuff of that nature.
Q I know that, I guess, you applied for insurance coverage with GEICO back in 2015. Who have you held insurance coverage with prior to GEICO?
A I believe Allstate for my big car, motor vehicles.
Q Do you know what years you were insured with Allstate?
A I'm still insured with Allstate right now.
Q And what vehicles do you insure with Allstate?
A Chevy Impala, Chrysler 300, Dodge Charger, Ford F-350.
Q Are there any other vehicles that you own?
A No, sir.

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Q And are you the owner of those four vehicles?
A No. Me and my son mother share titles. So it would be Jamar Bronner or Kiefer Washington.
Q And how long have you held insurance with Allstate?
A Probably since 2013 or '14.
Q Do you know what underinsured motorist coverage is?
A No, sir. I know now.
Q Okay. Do you have underinsured motorist coverage on your Allstate policies for those vehicles?
A I wouldn't even know.
Q Who is your Allstate agent?
A I wouldn't know. That's the part that she handles. Like when it comes to cars and stuff, I let her handle that.
Q Okay. Do you think you could get the paperwork from her on the coverage with Allstate and give it to your attorney?
A I believe so.
Q You know, if you have underinsured motorist coverage on those policies, it may help you out some. So it doesn't hurt to take a look

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at it.
A Okay.
Q But she always handled that for you?
A Yes, sir.
Q Okay. Did you ever do any of the applying for insurance coverage on any of those vehicles?
A No, sir.
Q Have you ever met with an insurance agent on any of those?
A No, sir.
Q Do you know what kind of policy limits you have on those vehicles?
A No, sir.
Q Have you ever purchased anything more than the minimum mandatory coverage for South Carolina?
A On Allstate?
Q Yes, sir.
A Like I said, she handles all of that.
Q Okay. Have you been insured with any other insurance companies other than Allstate and GEICO?
A Not since -- not with none of them vehicles there.

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Q All right. And tell me about your motorcycles. How long have you been riding motorcycles?
A I've been riding motorcycle roughly since I've been about 15.
Q And how many motorcycles have you owned since then?
A Since then, three.
Q Do you still own any motorcycles?
A No, sir. I just got rid of my Suzuki probably about three weeks ago.
Q And why did you decide to get rid of it?
A I needed the money.
Q Do you have any source of income right now?
A No, sir.
Q And what did you sell your motorcycle for?
A I think -- because I had to catch up on a couple of bills. $2,000, but I ended up taking 1500 for it.
Q All right. With your motorcycles, would you handle the applications for insurance coverage on those?
A Yes, sir.

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Q And have you done that your entire lifetime?
A Yes, sir.
Q And who have you insured your motorcycles with?
A All the time GEICO.
Q Okay. And tell me if I'm wrong, but I guess the first reference I have to you being a GEICO insured was from 2015. Had you been insured with them prior to that?
A Not prior to that. Allstate.
Q Do you know if you ever purchased underinsured motorist coverage on your motorcycles from Allstate?
A Like I said, I never -- no, not that I know of.
Q When you would get insurance on your motorcycles, would you ever go to the agent in person?
A No, sir. It was over the phone.
Q Over the phone?
A Yes, sir.
Q Did you ever do online applications?
A No, sir.
Q Now, back in April of 2015 when you

contacted GEICO for insurance, which motorcycle were you requesting insurance coverage on?
A 2015?
Q Yeah. When you -- like I said, according to my records, you applied for insurance coverage with GEICO --
A You said April 2015?
Q Yes, sir.
A That was the 2009 Harley Street Glide.
Q And how about tell me what you did to get the insurance coverage with GEICO.
A I made a phone call, called around, and GEICO seemed to be the cheapest and the best in motorcycle coverage.
So a lot of people referred me saying that GEICO had the best policy. So I went to GEICO. I called over the phone.
Q Do you recall speaking to a sales agent by the name of Alex Stewart (phonetic)?
A No, sir.
Q Tell me what you recall about the conversation with the sales agent.
A I don't recall much. I called, asked him for a quote, gave me a quote, and I believe I set up the coverage that day.

Q Now, I guess, according to the GEICO policies when you call in, they go through, and they list all the coverages that you can purchase and provide you with a premium for that. Do you recall that type of conversation?
A I believe so.
Q And do you recall the agent then telling you that there are certain coverages that are mandatory that you have to have and certain coverages that are optional that you can remove if you want a lower premium?
A I don't recall that.
Q Do you recall any discussion about different premiums for different coverages?
A No, sir. I seen the premiums when they sent me this (indicating) face letter thing right here.
MR. UTSEY: Tom, are we still talking about the initial -- when he first purchased coverage from GEICO?
MR. MILLIGAN: Right.
MR. UTSEY: Okay. Thank you. Just wanted to make sure.
BY MR. MILLIGAN:
Q Yeah. And right now I'm just limiting my

questions to your first telephone call with the sales agent.
A Uh-huh.
Q Do you recall much at all about the conversation?
A Not much.
Q Do you deny that the sales agent went through with you the type of coverages available and the premiums for each?
A No.
MR. UTSEY: Object to the form.
BY MR. MILLIGAN:
Q You said you do not deny that?
A Like I said, the only thing I remember was getting this (indicating) form.
Q Okay. Do you recall --
MR. UTSEY: Well, for the record, what -- let's identify what he's pointing at.
MR. MILLIGAN: That's exhibit number 2 he's referring to.
THE WITNESS: Exhibit number 2? Let's see. Looking at the card and I guess this stuff right here, this cover sheet. That was like the first page I

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seen that came up.
BY MR. MILLIGAN:
Q Right. And that's the declaration page you're referring to?
A Declaration page, yeah. Yes, sir.
Q Okay. I'll get to the package in just a minute. I just want to talk about the first phone call right now.
A Like I said, I don't recall much of the phone call, but...
Q Okay. So if the agent testifies that he went through the coverages with you and told you what the premiums would be for each, you wouldn't be able to dispute that?
MR. UTSEY: Object to the form.
THE WITNESS: Dispute it?
BY MR. MILLIGAN:
Q Do you have any recollection of the phone conversation with the sales agent?
A You said Alex somebody. I don't know. I talked to so many people. I don't believe that was just the first person I talked to. I believe I called GEICO twice that week.
Q Okay. Well, I know the person who had the telephone conversation with you from GEICO has

been identified as Alex Stewart.
A Uh-huh.
Q And would you dispute the fact that he says that he went through the coverages available with you and explained the premiums and told you what coverages were mandatory that you had to have and which ones you could reject if you wanted a lower premium?
A I don't believe it wasn't mandatory or rejection. Probably just told me the policies. I don't remember nobody saying nothing about is this mandatory or you can reject this.
Q Did you pay for the coverage by credit card?
A I believe so because that's the only way I could've got the coverage with GEICO if I would pay with a debit card or something like that.
Q Did you ever tell the agent that you wanted the minimum amount that you could get to be legal to drive in South Carolina?
A I couldn't get the minimal amount with that bike. I had to have full coverage on it.
Q And what to you is full coverage?
A Whatever GEICO provided for full coverage because it was a -- what do you call it? I had a

lienholder on the bike. So with a lienholder on it, it had to have full coverage.
Q And by that you mean collision coverage in case the bike was damaged or --
MR. UTSEY: Object to the form.
BY MR. MILLIGAN:
Q What do you mean by full coverage?
A Full coverage which is everything that needed to be on a bike as far as the same thing as purchasing a brand-new car.
You got a lienholder on a brand-new car. You have to have every coverage there is to satisfy these lienholders before you take anything off the lot.
Q You still owed money on the bike?
A Yes, sir.
Q And so you had to have collision coverage in order to protect their lien?
A Yes, sir.
Q And what other coverages did you get on the car or on the motorcycle?
A I'm not sure. Whatever came -- like I said, whatever came with the coverage.
Q Do you know what coverages are required in South Carolina?

A No, sir.
Q Do you recall the sales agent going through that with you?
A No, sir.
Q All right. Let's take a look real quickly at exhibit number 1, and this, I believe, is what GEICO calls the FIN (phonetic) telephone application record.
A Uh-huh.
Q And I just want to go through a couple things. First of all, it says the garaged location of the primary vehicle would be in Beaufort. Is that accurate?
A Yes, sir.
Q And then it has your name as Jamar Markel Bronner. Is that accurate?
A Yes, sir.
Q And then down here it has an effective date of April 10th, 2015. Do you see that?
A Okay. Yes.
Q And does that sound accurate for the date that your coverage became effective with GEICO?
A Sounds about right.
Q And when you spoke to the sales agent, did he go through kind of a history of questions

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with you? Like did you tell him that you had children under 18?
A He asked me about who was in the house and does anyone -- would anybody else be driving this vehicle.
Q And how did you answer him at that time?
A I told him I would be the only one driving the vehicle.
Q And did you tell him that you were single at the time?
A Yes, sir.
Q Were you the sole registered owner of the motorcycle although it was subject to a lien, or was there anyone else who owned the bike with you?
A I had a cosigner.
Q Who was your cosigner?
A My mother.
Q And what's your mother's name?
A Sharon Bronner.
Q And where does she live?
A Jersey City, New Jersey.
Q Okay. Now, at the time, was your address where you were keeping the bike 30 Old Country Drive?
A Correct.

Q Did they ask you about your driving record?
A Yes, sir.
Q And did he go through the driving record with you that shows careless driving in 2008, reckless driving in 2008, careless driving in 2011, operating an unsafe vehicle in 2013 and other nonmoving violation in 2014?
A At first he didn't.
Q On the fourth page of this document, do you see those traffic violations listed?
A Yes, sir.
Q Do you recall whether or not he discussed those with you?
A At first I told him I had, I think it was, two -- I think I had two tickets at the time or one, and I told him that, and he gave me a quote and came back with a different quote after, I guess, they checked their records or whatever the case may be.
Q Okay. Have you had a charge for reckless driving?
A That's what they said.
Q What happened to that charge?
A I just paid the fine.

Q Have you had a charge for operating an unsafe vehicle before?
A I don't know what they had consider unsafe about it.
Q Yeah. I'm just asking you if you've had that charge before on your driving record.
A Yes.
Q Okay. How long did your conversation with the sales agent last?
A Say, probably 15, 10, 15 minutes, 30 minutes, somewhere in that area, time frame.
Q And then when you decided on what coverages you wanted, did he tell you what the premium was going to be to see if you wanted to accept coverage with GEICO?
A No, sir. Just told me -- I just basically told him I needed the coverage so I could go ahead and go on and pick the bike up, and they was going to send me the coverage letter and everything else. So most said was it's going to cost -- I don't know how much it been at the time.
Q Do you mind turning to the thirteenth page in exhibit number 1?
MR. UTSEY: These are not numbered?
MR. MILLIGAN: They're not numbered.

You just have to count them.
THE WITNESS: (Complying)
BY MR. MILLIGAN:
Q It's the page that has coverage premium at the top. And, Mr. Bronner, have you gotten to that page?
A Yes, sir.
Q Okay. And do you see on that page that has coverage premium at the top where it lists all the separate coverages on the left starting with BI, PD, UMBI, comp, collision, towing, UMPD, UIMBI, and UIMPD?
A I remember the comp and collision part.
Q Okay. And then do you see right beside the coverages it lists a policy limit?
A Uh-huh.
Q And for the record, that's yes?
A Yes. Sorry.
Q That's okay. And did you purchase bodily injury coverage or liability coverage in the amount of 25/50?
A To tell you the truth, I don't remember. I remember the comp and collision because it was supposed to been -- asked me about, what was it, comp and collision.

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And I think I could have had it to a thousand or something like that and broke it down to 500 with the comp, collision, something of that nature.

Q Okay. Where were you working back in April 2015?

A I think at Wally world.

Q And what were you doing at Wally world? I don't recall you mentioning that earlier.

A Yeah. No. I forgot about Wally world. I was only at Wally world for like 90 days.

Q And what is Wally world?

A Wal-Mart. My bad.

Q What were you doing at Wal-Mart?

A I was an assembler.

Q And how much were you earning at the time?

A About $10. Then I got my forklift and scissor lift and -- forklift, scissor lift, a couple of other different licenses that they had available in Wal-Mart. I obtained all of them.

Q How much would you earn in a year working there?

A A year working with Wal-Mart?

Q If you'd worked there for a year, how

much would you have earned?

A They were supposed to -- after I got -- obtained all the different licenses, they was supposed to shoot the payments -- my money up to -- I think it was supposed to go up to 13, $14.

Q Okay. Well, on the type of budget that you were operating on, was it important to you to keep the premiums low?

A No, sir.

Q Do you see again looking at this page where it lists out an amount of the premium for each of the coverages that were selected?

A $1093?

Q Well, that was the total. But do you see above that where it's itemized, for BI coverage it's $153, for PD it's $56, for uninsured motorist BI is 275, for comp it's 163, for collision $306, for towing it's 10, and for uninsured motorist property damage it's $130? Do you see that listed there?

A Yes, sir.

Q And then below where it has UIMBI and UIMPD, does it list REJ for rejected and lists zero as the premium? Do you see that?

A Yes, sir.

Q And was the total vehicle premium $1,093?

A Yes, sir.

Q And was that the amount that was quoted to you and the amount that you agreed to pay?

A Yes, sir.

Q All right. You can put exhibit number 1 away for now. And now let's look at exhibit number 2. And this is a package of records with a cover letter dated April 10, 2015. Do you see that?

A Yes, sir.

Q And it's addressed to Jamar Markel Bronner at 30 Old Country Drive, Beaufort, South Carolina, 29906. Is that your address?

A Was my address at the time.

Q Okay. Did you receive this package?

A Yes, sir.

Q And then looking down below, it says: This packet contains several important documents that pertain to your policy including your declarations page. Do you see that?

A Yes, sir.

Q And does it state beside that that: Here you will find your coverages, drivers, vehicles, discounts, and other policy information, please

retain for your records?

A Yes, sir.

Q Let me ask you this. When you got the package, did you read through it?

A Yes, sir. I read through the first part of it.

Q Okay. Did you understand what you read?

A Telling me about my coverages.

Q But did you understand what it said?

A Yes, sir.

Q Okay. And then it also enclosed a coverage option forms, and it said: Please read any enclosed state information and option forms for further instructions. Is that contained in the cover letter?

A I believe so.

Q And it also referred to a coverage description. It says: This page provides explanation of insurance terms. Did you see that?

A I believe so.

Q And did you read through this and understand what it said?

A No. Like I said, I didn't read through the whole thing. I just went to the part where the -- was it the -- what page was it? The

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declaration page.
Q Okay. That's the page that you referred to?
A Yes, sir.
Q And did you understand what was on that?
A Everything except for it said I rejected the underinsured part.
Q Okay. Let's look back at the first page of this. At the very bottom in the last line does it state: If you have any questions, please contact GEICO at geico.com or 1-800-841-3000, we'll be happy to help you?
A Uh-huh.
Q Is that stated there?
A Yes, sir.
Q And I'm sorry to keep reminding you, but you have to say yes or no for the record.
A I said yes, sir.
Q And did you ever call GEICO and say, I don't understand what was sent to me and I've got questions?
A No, sir.
Q And let's go to page 5 of exhibit number 2 which is the recurring card payment notification. Does that indicate that you paid at

that time $197.37?
A Yes.
Q And your total policy premium was going to be $1,093?
A Yes.
Q So were you doing a payment plan on your credit card to pay the premium?
A Frankly, to be honest with you, after I paid the first payment, my son mother made the rest of the payments.
Q All right. Now let's go to page 7 of this document which is the declarations page. And does that list the effective date of the coverage as being from April 10, 2015 through April 10th of 2016?
A Yes, sir.
Q And you said you did read through the declarations page to see what coverages you had?
A Yes, sir.
Q And it lists one vehicle which is the 2009 Harley; is that right?
A Yes, sir.
Q Okay. And then for coverages does it state that you have bodily injury liability each person/each occurrence in the amount of

25,000/50,000?
A Yes, sir.
Q And does it state the premium amount over to the right-hand side of $153?
A Yes, sir.
Q And then does it list property damage liability in the amount of $25,000 with a premium of $56?
A Yes, sir.
Q And underneath that does it read: Uninsured motorist bodily injury each person/each occurrence property damage in the amount of 25,000/50,000, 25,000 with premium amounts listed in the amount of 275 for the personal injury and 130 for the property damage?
A Yes, sir.
Q Then under underinsured motorist bodily injury, does it state insured rejects?
A Yes, sir.
Q And is there anything that you don't understand about that?
A I wasn't never explained it.
Q Well, I mean, do you understand where it says the insured rejects underinsured motorist bodily injury?

A I see it.
Q Did you ever call anybody and say, I don't understand what this means?
A No, because by the time I got the package, I believe I faxed the copy back in, but I don't -- like I said, I wasn't explained this underinsured motorist thing.
Q Okay.
A If I got underinsured motorist, I wouldn't see why I wouldn't get the -- if I got uninsured motorist, I don't understand why I wouldn't get the underinsured motorist.
Q Well, uninsured coverage is mandatory. Underinsured is optional, meaning you don't have to have it, but --
A I would rather have it.
Q Was there any premium amount listed for the underinsured coverage?
A From -- like I said, I don't know about listed.
Q Right here beside it, is it just -- there's a dash there?
A There's a dash, yeah.
Q Okay. And you said you did read through the declarations page; is that correct?

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A That's this front page right here?
Correct.
Q Right. And you did have a telephone number where you could have called GEICO if you had any questions about it; is that correct?
A Yes.
Q And did you ever call anybody with questions?
A My recollection, I don't think so.
Q In looking at the next page behind that, does it state that: The coverage applies where a premium or zero amount is shown for a vehicle?
A Say that again. Repeat that. Coverage applied where the premium or zero shows available? That's what you said?
Q Right. Is that on the next page?
A Yes, sir.
Q Let's turn to the next page which is listed as page 9 of 44 which is the South Carolina information and option form. And at the top, does it say in bold letters: Important, please read carefully?
A Uh-huh. Yes, sir.
Q Does it go on to state that: If you are a new policyholder or have just moved to South

Carolina and do not complete, sign, and return this form, your policy will be issued to include uninsured motorist and underinsured motorist limits equal to your bodily injury and property damage liability limits, this may result in a change to your premium? Do you see that?
A Yes, sir.
Q Did you read this form?
A I believe I -- I don't know.
Q Okay.
A I can't remember.
Q It also goes on to state: Uninsured motorist and underinsured motorist coverage. Did you read that?
A I don't recall, sir.
Q And down in the next paragraph closest to the bottom, does it have in bold language that: Your motor vehicle insurance policy will include underinsured motorist coverage equal to your bodily injury and property damage liability limits unless you complete, sign, and return this form indicating that you have made a change to your underinsured motorist coverage? The limits of optional underinsured motorist coverage are shown on this form together with the additional premium

ranges for those limits. Do you see that?
A Yes, sir.
Q On the next page at the top, does it state that: The premium range for the available uninsured motorist coverage and underinsured motorist limits is shown below, please call us at 1-800-841-3000 if you would like to determine your exact premium? Do you see that?
A Uh-huh.
Q And --
A Yes, sir. Sorry.
Q Thank you. That's no problem. Did you ever call that number like it says there if you wanted to determine the exact premium?
A No.
Q And two paragraphs down from there does it state: It is important that you understand that if you reject additional uninsured motorist coverage and/or optional underinsured motorist coverage on this form and if you are involved in a motor vehicle accident, then this form may be used by us as evidence against you if we deny your claim for either of these coverages? Is that stated there on that page?
A Yes, sir.

Q And down below are there two sections, one of which is an offer of uninsured motorist coverage and the other is an offer of underinsured motorist coverage?
A Yes, sir.
Q And on the next page if you could turn to that where it says: Insured's/applicant's acknowledgment. At the top does it state: By your signature, you acknowledge that you have read or have had read to you the above explanations and offers?
A Yes.
Q And at the bottom does it again state that: We will answer any questions pertaining to these coverages, please visit us at geico.com or call us toll free at 1-800-341-3000, you may return this form to us at GEICO Indemnity Company? Do you see that?
A Yes, sir.
Q And further down does it state: For any further questions, you may contact the South Carolina Department of Insurance via either e-mail or telephone number and providing you with e-mail address and telephone numbers?
A Yes, sir.

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Q Okay. Then on page 13 of 14 do you see that page entitled coverage descriptions?
A Yes, sir.
Q And does that list the different types of coverages and explain the coverages?
A Yes, sir.
Q That's all the questions I have about that exhibit.
A Okay.
Q If we can move to exhibit number 3. Or maybe I should ask you this first. Within the package that you received was the form to return for either accepting or rejecting UIM coverage. Did you return that form immediately, or did GEICO have to write you again and remind you about it?
A I believe they wrote me again.
Q Okay. And now let's look at exhibit number 3. Is this a letter from GEICO to you dated May 1st, 2015?
A Yes, sir.
Q And is that again properly addressed to you at your address at the time?
A Correct.
Q And in the first paragraph does it state: It has come to our attention that we have not yet

received some of the forms or information that we discussed with you when you obtained your policy? The required information still needed is indicated below. We're sure you understand that your completed paperwork is an essential part of the insurance contract.

A little bit further down it states: Within the next ten days, please take a few moments to send us this information using the enclosed envelope. For your convenience, you may also return the information to us via fax at the number listed above.

A little further down it says: Questions? For your convenience, we are available 24 hours a day seven days a week. You may contact our customer service department at 1-800-442-9253 or visit us online at geico.com if you have any concerns or need assistance with this letter. Do you see that?
A Yes, sir.
Q And then at the bottom it lists the outstanding items that they need and it says: Outstanding items due within ten days of receipt of this letter unless otherwise specified are the information and option forms. Do you see that?

A Yes.
Q Does it also state: If we do not receive the completed and signed enclosed forms within the designated time, we will adjust the coverages and limits as necessary to comply with state requirements?
A Yes, sir.
Q And the next page, is that the South Carolina information and option form that we just covered in the packet that was sent to you originally?
A Yes.
Q Let's move to exhibit number 4. And do you see that this is a letter from Jamar Bronner at Post Office Box 6814, Beaufort, South Carolina, 29903 to GEICO Indemnity Company?
A Yes.
MR. UTSEY: Letter or just envelope?
MR. MILLIGAN: This is the envelope.
BY MR. MILLIGAN:
Q And is this your handwriting?
A No.
Q Do you know who filled out this envelope?
A No, not at all.
Q Okay. Is it dated or with a stamp May

7th, 2015?
A Uh-huh.
Q And, again, that's a yes?
A Yes.
Q Okay. Was that your post office box number?
A Yes, sir.
Q And attached to this, is it the South Carolina information and option form that is signed on page 2 of 3 and 3 of 3?
A Yes, sir.
Q And is that your signature?
A Yes, sir.
Q And did you sign and date this May 5th, 2015?
A Yes, sir.
Q And where it states offer of additional uninsured motorist coverage, did you check that you wished to reject the offer of additional uninsured motorist coverage?
A Yes, sir.
Q And why did you reject any additional uninsured motorist coverage?
A Because it wasn't explained to me what it was for as far as the prices. You got the prices

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ranging from $20 to $706 or $25 to $868. So it wasn't properly explained to me on what the coverages were for or how much would the coverages have cost me.

Q And did you ever call and ask for an explanation of that?

A No, sir.

Q Okay. And down below there where it says offer of underinsured motorist coverage, did you also check that you wished to reject the offer of additional underinsured motorist coverage?

A Yes, sir.

Q And is that your signature below there?

A Yes, sir.

Q And on the next page where it states insured's/applicant's acknowledgment, does it state that: By your signature you acknowledge that you have read or have had read to you the above explanations and offers?

A Yes, sir.

Q Does it go on to state: In the future, if you wish to increase or to decrease the limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact GEICO at either the website or telephone

number below. You will not be presented with another copy of this form when you extend, change supersede, or replace your motor vehicle liability insurance policy?

A Yes, sir.

Q And did you sign and date that?

A Yes, sir.

Q Right below it, does it state: We will answer any questions pertaining to these coverages?

A Yes, sir.

Q And did you ever call GEICO with any questions that you may have?

A No, sir.

Q I want to talk about exhibit number 5 just real briefly. Because it looks like you fell behind on payments. And did they send you a notice that you had a past due amount in the amount of $234.76?

A I don't receive my bill. Everything that's getting paid goes to my son mother.

Q Okay. Did you bring your payments current so that the policy stayed in effect?

A Yes, sir. Yes.

Q And let's look at exhibit number 6. On

April 12, 2016 did you have a copy of your declarations page mailed to you? And this is about a year later, I think, when your policy renewed.

A I didn't have a renewed policy with the 2000 -- 2000 -- for the 2009. I started over for a whole new policy for the 2014.

Q Okay. Well, looking at exhibit number 6, was that your address in 2016, 28 Cedar Crest Circle, Beaufort, South Carolina?

A Correct.

Q And then on page 2 of that exhibit which is the declarations page, does it list that at that time the motorcycle you were insuring was a 2014 Harley?

A Correct.

Q Okay. And, again, under the declarations page, does it state that underinsured motorist bodily injury coverage was rejected?

A Correct.

Q And, again, is there no premium listed?

A No.

Q To your knowledge, have you ever paid GEICO a premium in order to receive underinsured motorist coverage?

A I wasn't never explained that.

Q I guess in your complaint or what this lawsuit is about is you're claiming that GEICO failed to make you an effective offer of underinsured motorist coverage.

A Correct.

Q Can you tell me in your own words why you think that there was an ineffective offer of underinsured motorist coverage made to you?

MR. UTSEY: Object to the form.

THE WITNESS: When I -- when I got the 2016 -- when I got the 2014 Street Glide, this was the only paperwork that I received right here. I never received anything for me to sign or anything else.

So my knowledge was whoever I talked to, I believe it was a young lady over the phone, she told me basically that I try -- I talked to her.

She told me that there was -- I did it on a Saturday at Harley-Davidson -- in front of the salesperson at Harley-Davidson, and they told me I had to have all the requirements that Eaglemark had wanted and everything else.

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And then I spoken with the young lady. I think it was a young lady, if I'm not mistaken. And she said she was going to send me a form out, and I believe she e-mailed me over a copy of the insurance card.

And as far as a renewal, they told me I couldn't drop my 2009 off because they were doing a claim on it for the collision.

So I have to wait until they finish the claim, and that's when I could've dropped the 2009 off, and they would have sent me a full -- new form out to -- I guess to redo all of this stuff here.

But I never received that. The only thing I received was the declaration page along with insurance cards.

BY MR. MILLIGAN:

Q Okay. Let me go back and look at some of these documents with you. First of all, exhibit number 6 which is your declarations page with the cover sheet dated April 12th, 2016 --

A Yes, sir.

Q -- do you see where the policy number is

4390-46-24-08?

A Correct.

Q And now looking back at exhibit number 4 -- actually, let's look back at exhibit number 3 which is the letter where GEICO mailed you the South Carolina information and option form. Do you see the policy number listed on the front page of the letter?

A Yes, sir.

Q And is that policy number 4390-46-24-08 which is the same policy number as the one listed on the 2016 document?

A Correct.

Q And do you understand that GEICO is not required to have you fill out those forms to reject UIM coverage when you renew a policy?

MR. UTSEY: Object to the form.

BY MR. MILLIGAN:

Q Do you understand that, or do you have any knowledge of that?

A No.

Q Looking back at exhibit number 4 which is the document you signed, right above your signature do you see where it reads that you will not be presented with another copy of this form

when you extend, change, supersede, or replace your motor vehicle liability insurance policy?

A Yes.

Q When you renewed your policy, did you ever take any steps with GEICO to request underinsured motorist coverage?

A No, sir, because it was a new motorcycle and which was supposed to have been a different policy.

Q Why do you say it was going to be on a different policy instead of added to your current policy?

A Because it wasn't supposed to be added to my other policy which the lady explained that to me, said it was going to be a total different policy because I had to cancel -- well, not cancel, but -- yeah, cancel the insurance on the old bike which was the '09 to get a new policy started for the 2014 because the 2014 was a way newer bike than the '09.

So the requirements, I guess, for the '09 wasn't matching up with the requirements that I needed for the '14.

Q Do you recall who you would have spoken to when you called in for the renewal?

A No, sir.

Q And did you fill out the check marks on the rejection form yourself?

A Back in 2015, yes, sir.

Q All right. And other than -- let me ask you to repeat it again. Tell me again what you think that GEICO did wrong in offering the coverages.

MR. UTSEY: Object to the form.

THE WITNESS: They didn't explain. They didn't explain what the underinsured motorist was about, that I needed it and explain. It was like I had every other coverage on there. So an extra couple of dollars wouldn't have hurt.

BY MR. MILLIGAN:

Q Okay. Is there anything else that you're claiming that they did that was improper in offering the insurance coverages?

MR. UTSEY: Object to the form.

THE WITNESS: If they would have took an extra couple of seconds to explain it, get proper understanding with it, I would have had it.

BY MR. MILLIGAN:

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Q Okay. And looking back at exhibit number 1 where you saw that they went through and got all of your information about having children under 18, your address, your marital status, going through your driving records, do you recall how long that conversation took with the sales agent back in 2015?
A I remember about the driving record and all of that because he asked me how many tickets I had, and I told him I believe it was two at the time.
Q Okay.
A And when he finally came back, he came back with -- he didn't say all of that right there because I know half of it was like past tense like.
Q And then I realize you got into the accident on June 24th of 2016; is that correct?
A Correct.
Q And that would have been just a couple of months after the renewal?
A Yes, sir.
Q How did the accident happen?
A I was coming around from a light and seemed like I had the right-of-way, but a guy just

JAMAR MARKEL BRONNER, SR. Page 70

happened to just pop out of a parking lot and with total disregard and hit me.
Q And then you had fairly serious injuries from that?
A Yes, sir.
Q Do you know how much your medical bills are?
A No, sir.
Q Just ballpark? Is it over 100,000?
A Yes, sir.
Q Do you know how much insurance coverage the driver had that hit you?
A No, sir.
Q Have you been paid the money from the other driver?
A Medical bills.
Q Did you have any other insurance coverage available to help you, either health insurance or any other auto policies that might have applied?
A Health insurance.
Q You did have health insurance at that time?
A Yes, sir.
Q Okay. I don't think I have any further questions for you. I am sorry about your

JAMAR MARKEL BRONNER, SR. Page 71

accident.
A Yes, sir.
Q I mean, I know it's pretty serious.
A Yes.
Q And kind of what we're dealing with is with the coverage issue, but I'm sorry about what you went through.
A Yes, sir.
Q Nice to meet you.
A Likewise.
MR. UTSEY: Give Lin and me a second to confer before we close the record to see if I've got any questions.
(Off-the-record conference.)
EXAMINATION BY COUNSEL FOR THE PLAINTIFF
BY MR. UTSEY:
Q I've got just a couple of questions. Jamar, just a couple of follow-up questions. Look at Defendant's Exhibit 4. Here, I can give you my copy, if you like. You already said that that was your signature on those pages where it had the signature?
A Correct.
Q All right. I'm looking at the page where it's got your signature under a section that says

JAMAR MARKEL BRONNER, SR. Page 72

offer of underinsured motorist coverage.
A Yes.
Q Right above that is a box that somebody has checked that says I wish to reject. Did you check that box? Is that your handwriting?
A Yes, sir, that's my handwriting.
Q It is?
A Yes, sir.
Q All right. Now, you talked about telephone calls to GEICO to get your insurance. It was the first call you made when you first bought it for the '09 Harley, and then you had another phone call when you got the '14 Harley to add it, right?
A Yes, sir.
Q In either of those telephone conversations did GEICO -- did the GEICO representative you talked to on the phone take the time on the phone to explain to you what the nature of underinsured motorist coverage was and what it covers?
A No, sir.
Q Okay. Before you received the packet of documents marked as Defendant's Exhibit 2, which includes a declaration page stating that you

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had -- insured rejects underinsured motorist coverage, had anybody at GEICO prior to that time explained the nature of underinsured motorist coverage to you or what it provided, what coverage it provided?
A No, sir.
Q Okay.
A If that was the case, I would have got it. It's only an extra couple of dollars would have been. It would have just added on. It wouldn't have been a problem.
I got everything else. I even got, I believe, tow coverage on there. So if it was explained to me, I would have got that coverage, also.
Q In either of your telephone conversations with GEICO representatives, did either of those representatives tell you the exact amount of the premium you would be charged if you decided to purchase underinsured motorist coverage?
A No, sir.
Q Before you received exhibit 2, which on the declarations page says you reject underinsured motorist coverage, did anybody at GEICO tell you the exact amount that your premium would have been

if you had purchased underinsured motorist coverage?
A No, sir.
Q As you sit here today, do you even know what the exact amount of your premium would have been if you had bought underinsured motorist coverage?
A No, sir.
Q Before you signed the form on exhibit number 4 which on the page that deals with offer of underinsured motorist coverage indicates a premium for 25,000/50,000 in coverage as between $23 and $780, did anybody at GEICO prior to your signing this tell you the exact amount of the premium, whether it be 23 or 780 or somewhere in between?
A No, sir.
MR. UTSEY: I don't have any other questions.
FURTHER EXAMINATION BY COUNSEL FOR THE DEFENDANT
BY MR. MILLIGAN:
Q Let me ask you just a couple of quick follow-up questions. How much would you have been willing to pay for underinsured motorist coverage at the time?

MR. UTSEY: Object to the form.
THE WITNESS: If it was given to me as an option, I wouldn't know.
BY MR. MILLIGAN:
Q But you were given the option of paying anything up to a range of $780, I believe it was. Would you have paid $780 for underinsured motorist coverage?
A Yes, sir. If I'd known about it what I know now, if it was properly explained to me and if it was around that range, yes, sir, I would have kept it on there.
Q Okay. And if you were willing to pay that, why didn't you just check the box saying I'm willing to pay up to the maximum amount that you have listed there and I'll get the coverage?
A Because it wasn't properly explained to me, and I didn't know about it at the time.
Q Okay. Thank you. I don't have any further questions.
MR. UTSEY: No more questions.
(The deposition concluded at 11:01 AM, and the deponent waived signature.)

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
C-E-R-T-I-F-I-C-A-T-E

I, Lana Edmonds, CSR and Notary Public, certify that I did have JAMAR MARKEL BRONNER, SR., to appear before me at 9:37 AM on January 18, 2018, in the Law Offices of Margie Bright, 205 E. Washington, Walterboro, South Carolina; that the witness was duly sworn and cautioned to tell the truth, the whole truth and nothing but the truth; that the foregoing pages constitute a true and accurate transcript of his testimony given at that time and place.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 4th day of February, 2018.

Lana Edmonds
Certified Shorthand Reporter and Notary Public for South Carolina
My Commission Expires August 1, 2022

EXHIBIT # 3

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
GEICO INDEMNITY COMPANY,	)	**AFFIDAVIT OF STEVEN STEWART**
	)	
Defendant.	)	
	)	

Personally appeared before me, Steven Stewart, who being duly sworn, deposes and says as follows:

1. That I am over the age of eighteen and I am competent to make this statement.
2. That I am an employee with GEICO Indemnity Company.
3. That I have worked for GEICO for ten years, with eight of the ten years in sales as a Sales Agent.
4. That I am now a Senior Business Analyst for GEICO Indemnity Company.
5. That on April 9, 2015, I was working as a Sales Agent for GEICO Indemnity Company.
6. That on April 9, 2015, I was the Sales Agent who handled the telephone application for insurance coverage from the Plaintiff Jamar Bronner.
7. That, when Mr. Bronner called, he requested the minimum mandatory coverage for South Carolina for a 2009 Harley motorcycle located in Beaufort, South Carolina.
8. That when Mr. Bronner called, I went through all of the available coverages, including bodily injury liability, property damage liability, uninsured motorists

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bodily injury and property damage, *underinsured motorist bodily injury and property damage,* comprehensive, collision, towing and labor costs.

9. That I explained each coverage to Mr. Bronner.

10. That I then listed a total premium if Mr. Bronner wished to select those coverages and pay for them.

11. I then explained to Mr. Bronner which coverages were mandatory under South Carolina law and which coverages were optional.

12. That Mr. Bronner was informed that he could reject the optional coverages if he desired to have a lower premium.

13. That, during the telephone call, Mr. Bronner was informed of the exact amount of the policy which included underinsured motorist coverage.

14. That Mr. Bronner was informed of the difference in price if he chose to reject underinsured motorist coverage.

15. That Mr. Bronner decided to reject the optional underinsured motorist coverage in order to have a lower premium.

16. That Mr. Bronner was informed by me and had actual knowledge of the difference in price for underinsured motorist coverage at the time that he decided to reject the coverage.

17. That Mr. Bronner informed me verbally over the telephone that he decided to reject the underinsured motorist coverage.

18. That I then sent an email to Mr. Bronner with the option form attached, the due date of the form, the policy premium with the coverages rejected, what the policy

would be if the form was not returned by the due date, and the coverages he was rejecting.

19. That, on April 10, 2015, after the application is taken over the telephone, GEICO mailed a package to the customer that includes identification cards, a billing statement, the Declarations Page, the insurance policy, and the UM/UIM Rejection Form as approved by the Director of the South Carolina Department of Insurance.
20. That the Declarations Page stated clearly that Mr. Bronner had rejected underinsured coverage.
21. That, on May 1, 2015, GEICO mailed a separate letter to Jamar Bronner indicating that he had not returned the UM/UIM Rejection Form and enclosing another copy of it.
22. The letter and the UM/UIM Rejection Form point out that it must be executed and returned or the coverages would be added to the policy and a premium would be charged to the customer for those coverages.
23. That the UM/UIM Rejection Form lists ranges for the premiums for the coverage as required by South Carolina law.
24. That Mr. Bronner had already been informed of the exact amount of the premiums for the coverages when I spoke to him on the telephone.
25. That GEICO called Mr. Bronner and left him a message on May 5, 2015 advising him that we had not received his rejection form and that the coverages would roll on if the rejection form was not received.

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26. Mr. Bronner called back on May 5, 2015 about the rejection form and was advised that he need to execute and return the form if he did not want the additional coverage.

27. That on May 5, 2015, Mr. Bronner executed and signed the form, rejecting any underinsured motorist coverage. The form was postmarked to GEICO on May 7, 2015.

28. That Mr. Bronner never paid any premium for underinsured motorist coverage.

29. That GEICO made an effective offer of UIM coverage to Mr. Bronner, which he decided to reject.

FURTHER AFFIANT SAYETH NOT.

Steven Stewart

Sworn before me this 7th day of August, 2017

Notary Public
State of Maryland
My Commission expires:
5/20/21

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EXHIBIT # 4

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER,)	
)	
Plaintiff,)	
)	
vs.)	
)	
GEICO INDEMNITY COMPANY,)	**AFFIDAVIT OF BRANDY SHADE**
)	
Defendant.)	
)	

Personally appeared before me, Brandy Shade, who being duly sworn, deposes and says as follows:

1. That I am over the age of eighteen and I am competent to make this statement.
2. That I am an employee with GEICO Indemnity Company.
3. That I have worked for GEICO for over ten years.
4. That I am now a Sales Trainer for GEICO Indemnity Company.
5. That, at all times relevant herein, our PHIN telephone application system requires and forces each sales application to go through the following steps:
    - The applicant's information for the application is taken;
    - The applicant is offered all available coverages, both mandatory and optional;
    - The applicant is informed of the premium if he gets all available coverages;
    - The applicant is then informed which coverages are mandatory and which coverages are optional;

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- The applicant is then informed of the amount of the premium for the coverages if they elect to reject the optional coverages;
- That the applicant is then given the option to reject the optional coverages if they desire to have the lower premium.
- It is required that all Sales Agents follow these Gap Counseling steps on each sales call.

6. That I have reviewed the sales application and procedure for the insurance policy issued to Jamar Bronner on April 9, 2015.
7. That the sales procedure was correctly followed and Mr. Bronner was notified of the amount of the premiums for all available coverages.
8. That Mr. Bronner elected to reject all optional coverages in order to have a lower premium.
9. That on April 9, 2015, Steve Stewart was working as a Sales Agent for GEICO Indemnity Company.
10. That on April 9, 2015, Steve Stewart was the Sales Agent who handled the telephone application for insurance coverage from the Plaintiff Jamar Bronner.
11. That, according to our records, when Mr. Bronner called, he requested the minimum mandatory coverage for South Carolina for a 2009 Harley motorcycle located in Beaufort, South Carolina.
12. That when Mr. Bronner called, Steve Stewart would have disclosed all of the available coverages, including bodily injury liability, property damage liability, uninsured motorists bodily injury and property damage, underinsured motorist

Sensitive/Confidential

bodily injury and property damage, comprehensive, collision, towing and labor costs, per our Guidelines for selling a policy.

13. That, per our Gap Counseling process, the sales agent Steve Stewart would have explained each coverage to Mr. Bronner.

14. That, per our Guidelines for coverage counseling, the sales agent Steve Stewart, would have then listed a total premium if Mr. Bronner wished to select those coverages and pay for them.

15. That, per our Gap Counseling process, the sales agent Steve Stewart would have then explained reasons for increased protections and what consequences may result if the limits are exceeded to Mr. Bronner for all required coverages limits that were mandatory under South Carolina law.

16. That, per our guidelines for Option Form handling when selling a policy, the sales agent Steve Stewart, Mr. Bronner was informed that he could reject the optional coverages if he desired to have a lower premium.

17. That, per our Guidelines for coverage counseling, during the telephone call, Mr. Bronner would have been informed of the exact amount of the policy which included underinsured motorist coverage.

18. That, per our Guidelines for coverage counseling, Mr. Bronner would have been informed of the difference in price if he chose to reject underinsured motorist coverage.

19. That, according to our records, Mr. Bronner decided to reject the optional underinsured motorist coverage in order to have a lower premium.

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20. That, per our Guidelines for coverage counseling, Mr. Bronner would have been informed by Steve Stewart and would have had actual knowledge of the difference in price for underinsured motorist coverage at the time that he decided to reject the coverage.

21. That, according to our records, Mr. Bronner informed Steve Stewart verbally over the telephone that he decided to reject the underinsured motorist coverage.

22. That, per our Guidelines for coverage counseling, Mr. Bronner would have already been informed of the exact amount of the premiums for the coverages when Steve Stewart spoke to him on the telephone.

23. That, according to our records, GEICO called Mr. Bronner and left him a message on May 5, 2015 advising him that we had not received his rejection form and that the coverages would roll on if the rejection form was not received.

24. That, according to our records, Mr. Bronner called back on May 5, 2015 about the rejection form and was advised that he need to execute and return the form within 30 days if he did not want the additional coverage.

25. That on May 5, 2015, Mr. Bronner executed and signed the form, rejecting any underinsured motorist coverage. The form was postmarked to GEICO on May 7, 2015.

26. That Mr. Bronner never paid any premium for underinsured motorist coverage.

27. That Mr. Bronner elected to reject the optional UIM coverage for his policy.

28. That Mr. Bronner's policy does not provide for UIM Coverage.

Sensitivity: Confidential

FURTHER AFFIANT SAYETH NOT.

Brandy Shade

Sworn before me this 16th day
of February, 2018 by Brandy Shade

Notary Public
State of Virginia, City of Virginia Beach
My Commission expires: 09/30/2020

Jacqueline Kay Roland

JACQUELINE KAY ROLAND
NOTARY PUBLIC
REGISTRATION # 7078421
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
09-30-2020

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EXHIBIT # 5

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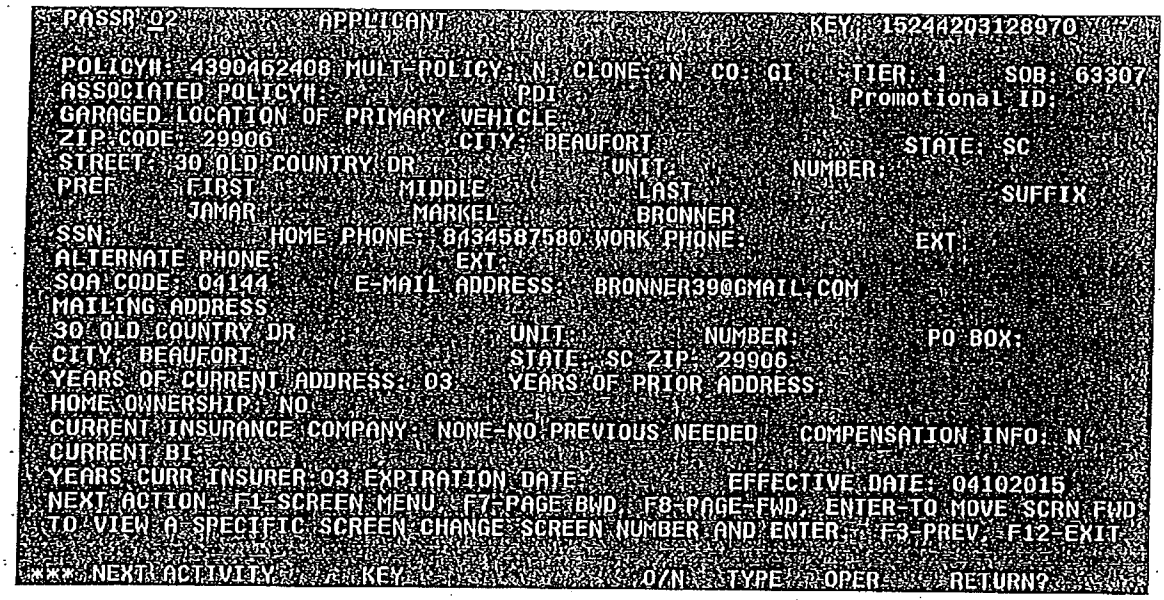

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PASSR 02          APPLICANT                          KEY: 1524A203128970
POLICY#: 4390462408 MULT-POLICY: N, CLONE: N  CO: GI   TIER: 1   SOB: 63307
ASSOCIATED POLICY#:          PDI                    Promotional ID:
GARAGED LOCATION OF PRIMARY VEHICLE
ZIP CODE: 29906          CITY: BEAUFORT                    STATE: SC
STREET: 30 OLD COUNTRY DR          UNIT:          NUMBER:
PREF    FIRST       MIDDLE          LAST                  SUFFIX
        JAMAR       MARKEL          BRONNER
SSN:          HOME PHONE: 8134587580 WORK PHONE:          EXT:
ALTERNATE PHONE:          EXT:
SOA CODE: 04144     E-MAIL ADDRESS: BRONNER39@GMAIL.COM
MAILING ADDRESS
30 OLD COUNTRY DR          UNIT:          NUMBER:          PO BOX:
CITY: BEAUFORT          STATE: SC ZIP: 29906
YEARS OF CURRENT ADDRESS: 03    YEARS OF PRIOR ADDRESS:
HOME OWNERSHIP: NO
CURRENT INSURANCE COMPANY: NONE-NO PREVIOUS NEEDED   COMPENSATION INFO: N
CURRENT BI:
YEARS CURR INSURER:03 EXPIRATION DATE:          EFFECTIVE DATE: 04102015
NEXT ACTION: F1-SCREEN MENU, F7-PAGE BWD, F8-PAGE-FWD, ENTER-TO MOVE SCRN FWD
TO VIEW A SPECIFIC SCREEN CHANGE SCREEN NUMBER AND ENTER:  F3-PREV  F12-EXIT

*** NEXT ACTIVITY:    KEY:          O/N:   TYPE:   OPER:    RETURN?:
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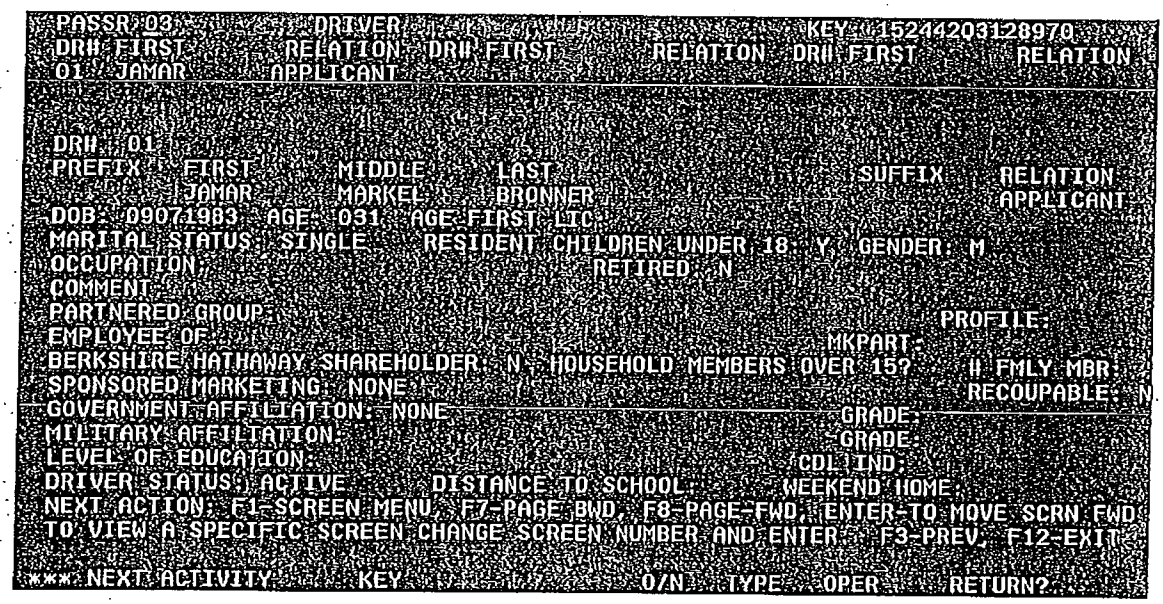

```
PASSR 03          DRIVER                             KEY: 1524A203128970
DR# FIRST    RELATION  DR# FIRST    RELATION  DR# FIRST    RELATION
01  JAMAR    APPLICANT
-------------------------------------------------------------------------

DR#: 01
PREFIX   FIRST      MIDDLE     LAST                    SUFFIX   RELATION
         JAMAR      MARKEL     BRONNER                          APPLICANT
DOB: 09071983  AGE: 031  AGE FIRST LIC:
MARITAL STATUS: SINGLE    RESIDENT CHILDREN UNDER 18: Y  GENDER: M
OCCUPATION:                    RETIRED: N
COMMENT:
PARTNERED GROUP:                                        PROFILE:
EMPLOYEE OF:                                    MKPART:
BERKSHIRE HATHAWAY SHAREHOLDER: N  HOUSEHOLD MEMBERS OVER 15?   # FMLY MBR:
SPONSORED MARKETING: NONE                               RECOUPABLE: N
GOVERNMENT AFFILIATION: NONE                    GRADE:
MILITARY AFFILIATION:                           GRADE:
LEVEL OF EDUCATION:                             CDL IND:
DRIVER STATUS: ACTIVE    DISTANCE TO SCHOOL:    WEEKEND HOME:
NEXT ACTION: F1-SCREEN MENU, F7-PAGE BWD, F8-PAGE-FWD, ENTER-TO MOVE SCRN FWD
TO VIEW A SPECIFIC SCREEN CHANGE SCREEN NUMBER AND ENTER:  F3-PREV  F12-EXIT

*** NEXT ACTIVITY:    KEY:          O/N:   TYPE:   OPER:    RETURN?:
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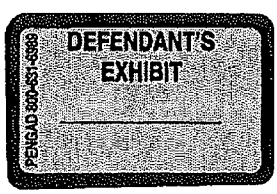

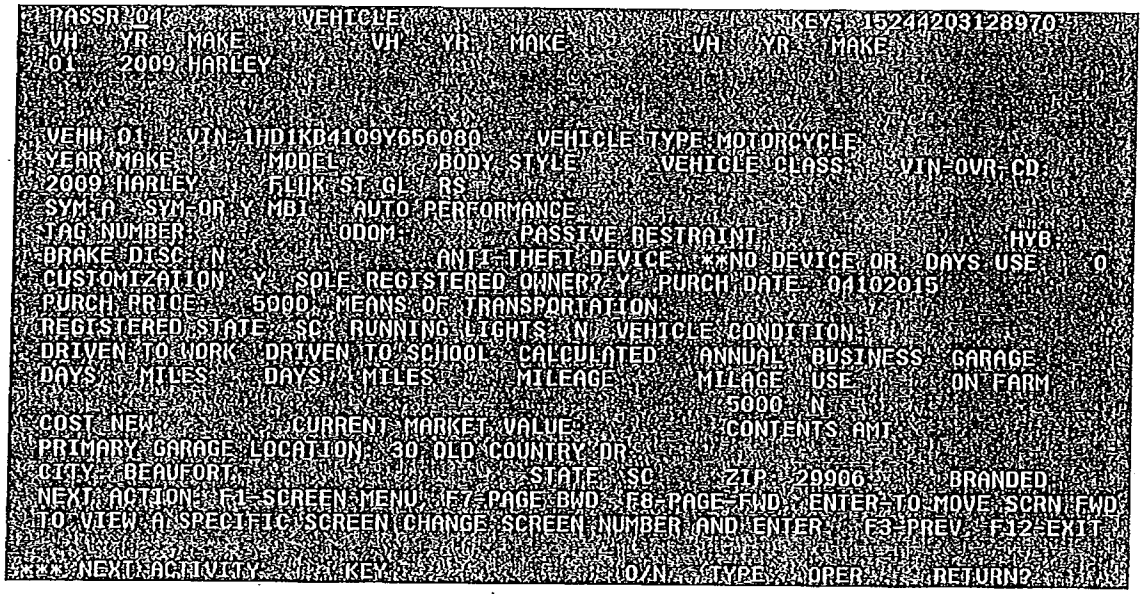

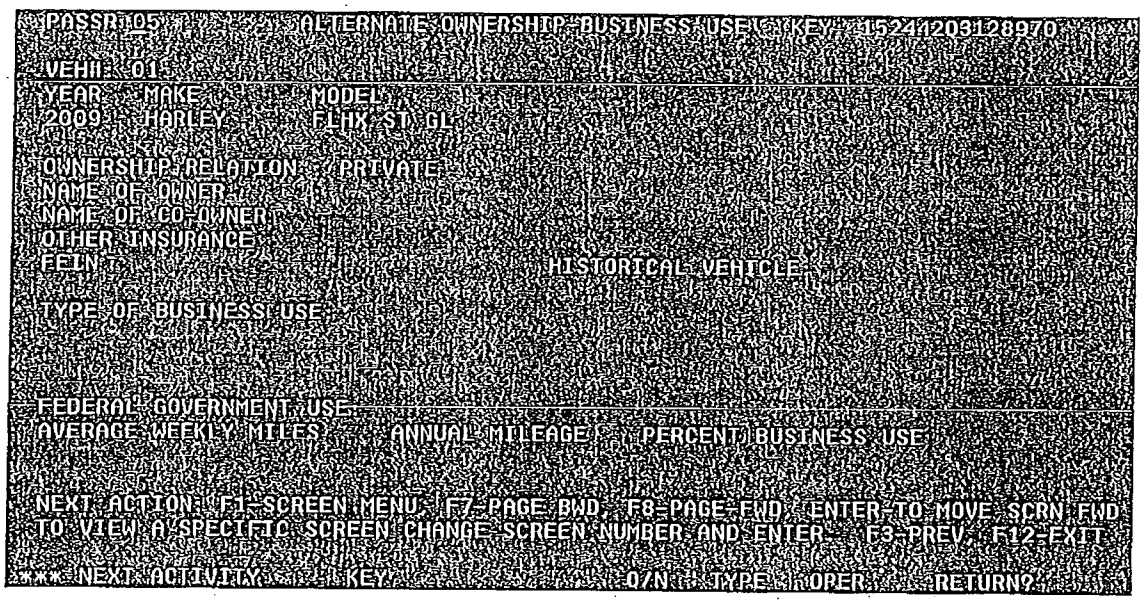

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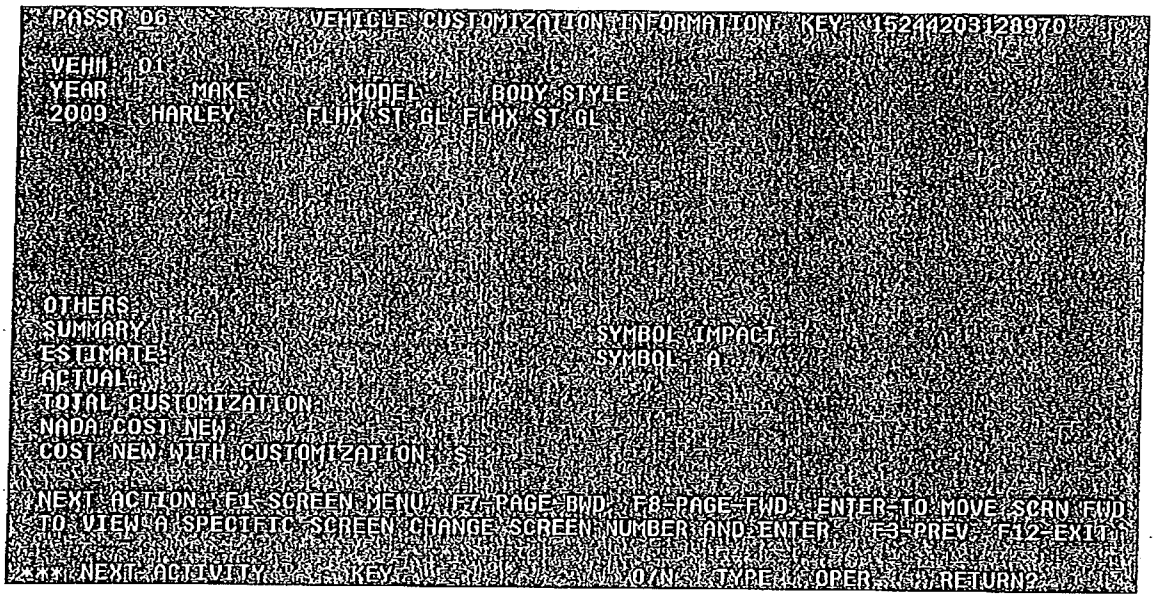

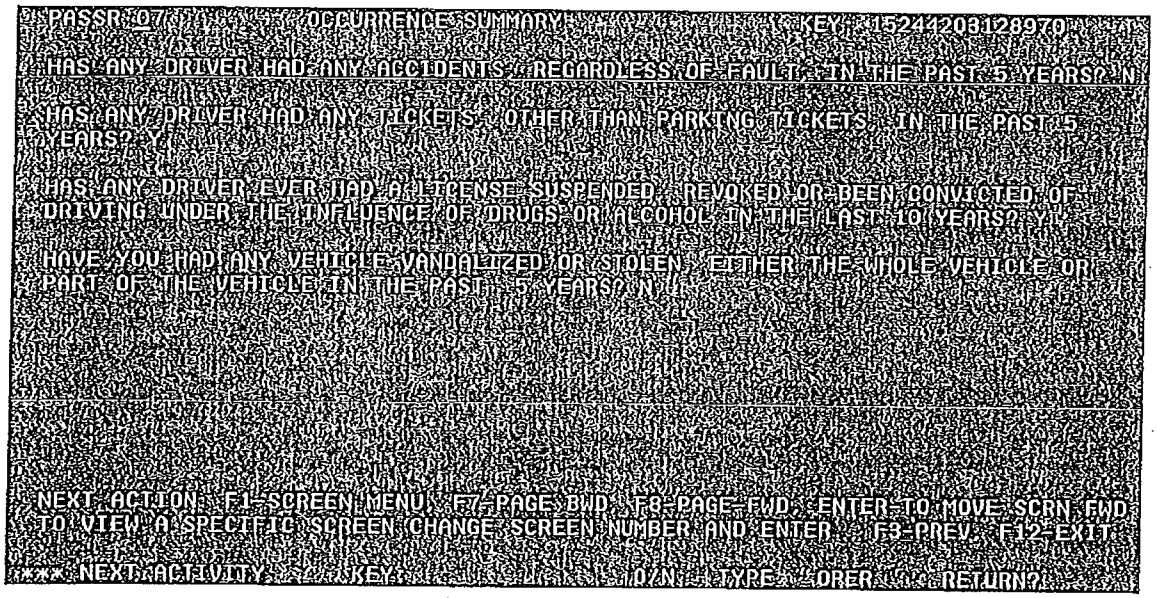

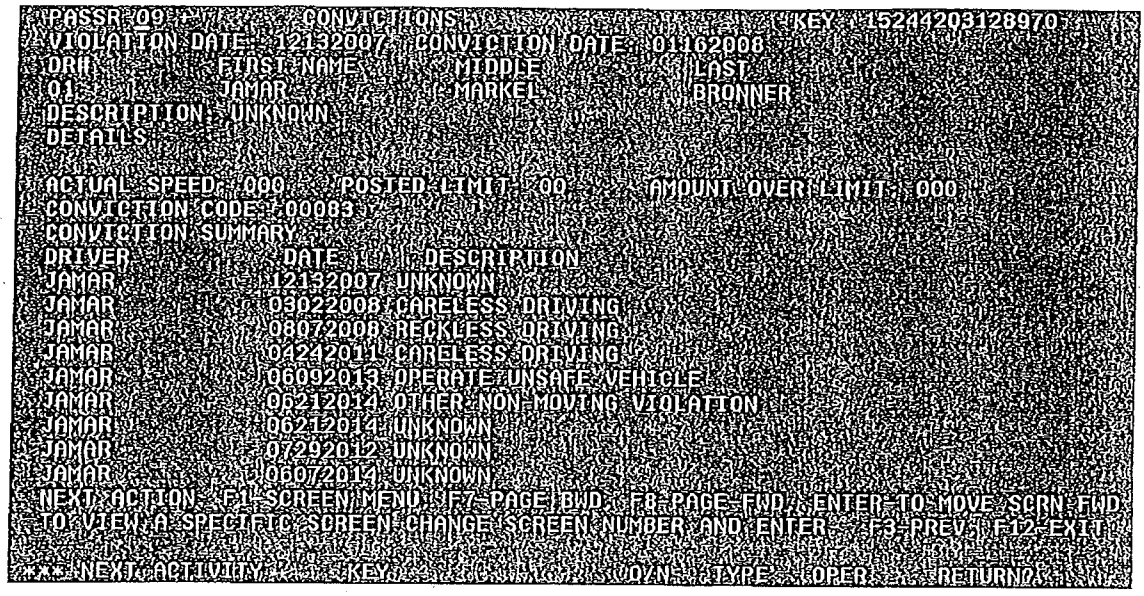

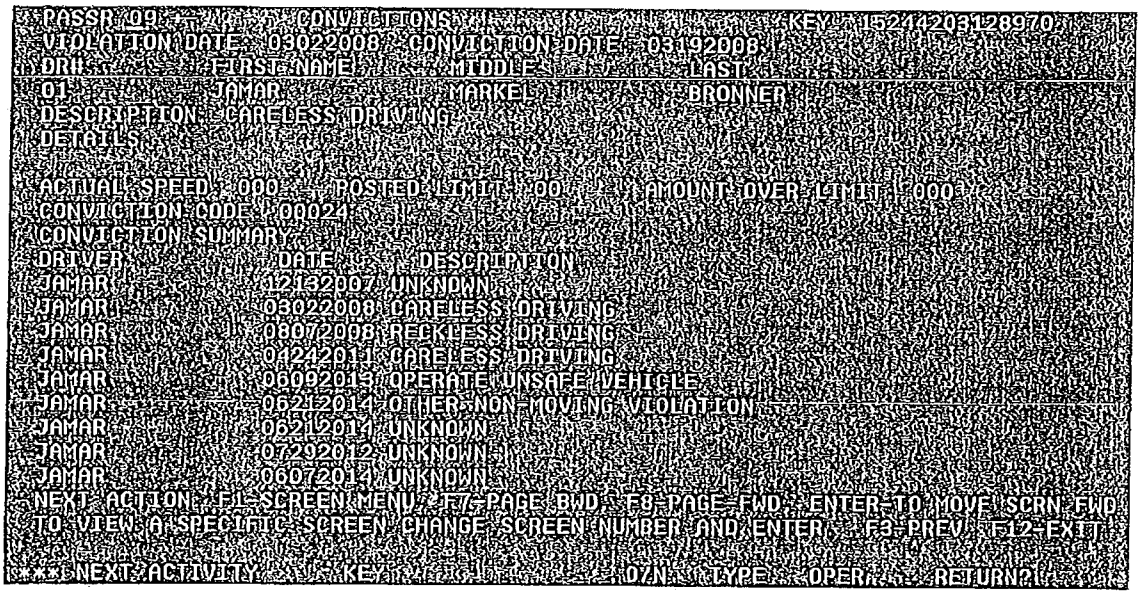

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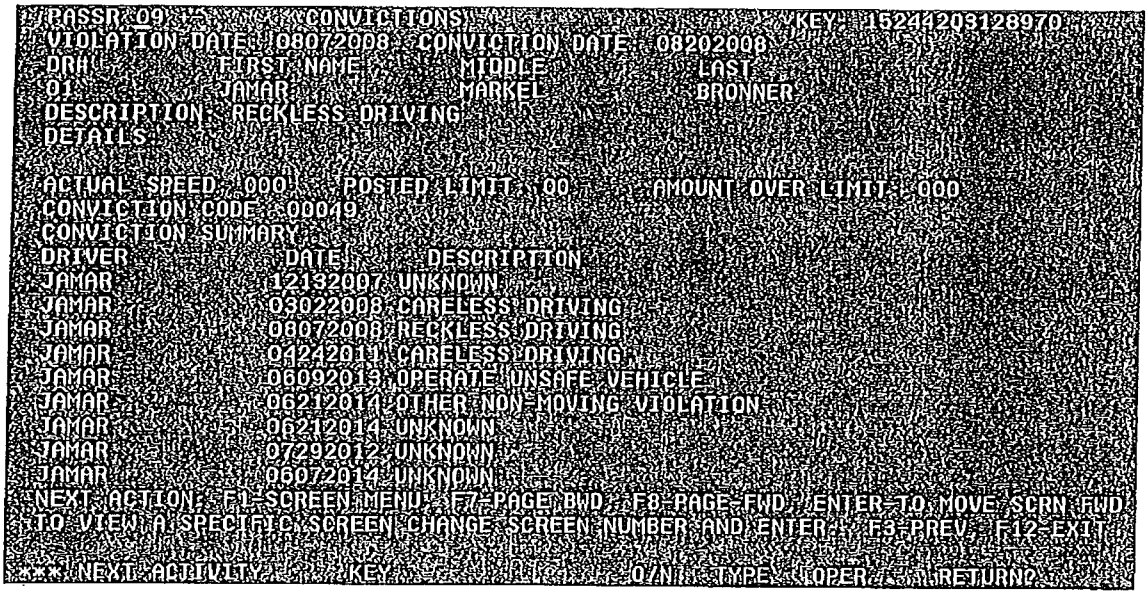
ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241



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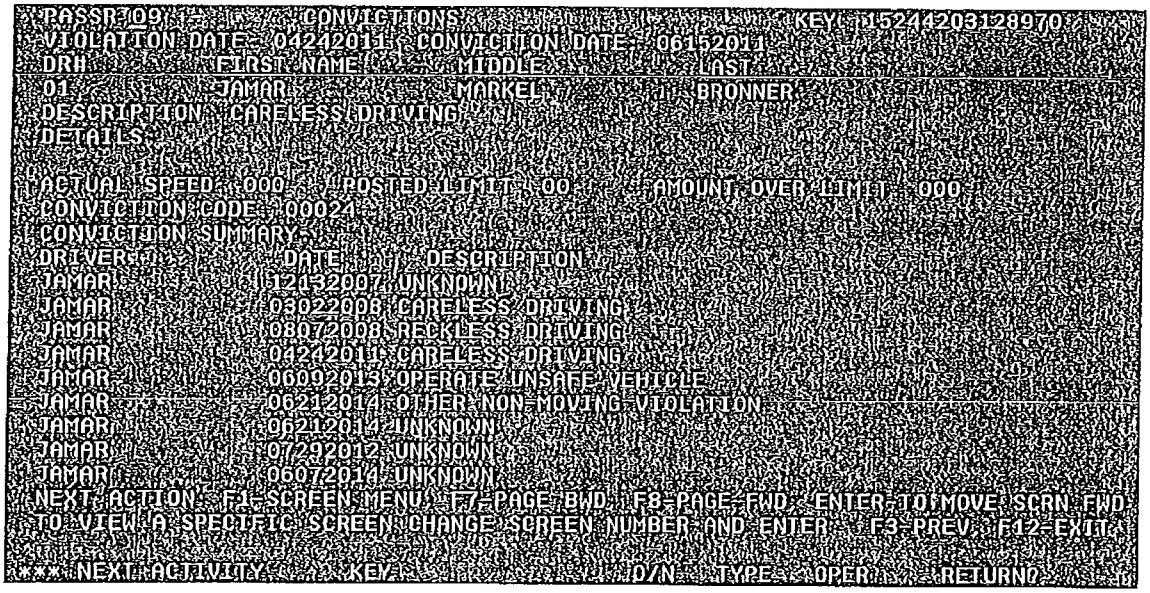
PASSR 09          CONVICTIONS                    KEY 15244203128970
VIOLATION DATE: 08072008  CONVICTION DATE: 08202008
DRH        FIRST NAME       MIDDLE          LAST
01           JAMAR          MARKEL          BRONNER
DESCRIPTION: RECKLESS DRIVING
DETAILS:

ACTUAL SPEED: 000   POSTED LIMIT: 00   AMOUNT OVER LIMIT: 000
CONVICTION CODE: 00049
CONVICTION SUMMARY:
DRIVER          DATE        DESCRIPTION
JAMAR        12132007 UNKNOWN
JAMAR        03022008 CARELESS DRIVING
JAMAR        08072008 RECKLESS DRIVING
JAMAR        04242011 CARELESS DRIVING
JAMAR        06092013 OPERATE UNSAFE VEHICLE
JAMAR        06212014 OTHER NON-MOVING VIOLATION
JAMAR        06212014 UNKNOWN
JAMAR        07292012 UNKNOWN
JAMAR        06072014 UNKNOWN
NEXT ACTION: F1-SCREEN MENU  F7-PAGE BWD  F8-PAGE FWD  ENTER TO MOVE SCRN FWD
TO VIEW A SPECIFIC SCREEN CHANGE SCREEN NUMBER AND ENTER  F3-PREV  F12-EXIT
*** NEXT ACTIVITY ***  KEY          D/N  TYPE  OPER  RETURN?
```



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PASSR 09          CONVICTIONS                    KEY 15244203128970
VIOLATION DATE: 04242011  CONVICTION DATE: 06152011
DRH        FIRST NAME       MIDDLE          LAST
01           JAMAR          MARKEL          BRONNER
DESCRIPTION: CARELESS DRIVING
DETAILS:

ACTUAL SPEED: 000   POSTED LIMIT: 00   AMOUNT OVER LIMIT: 000
CONVICTION CODE: 00024
CONVICTION SUMMARY:
DRIVER          DATE        DESCRIPTION
JAMAR        12132007 UNKNOWN
JAMAR        03022008 CARELESS DRIVING
JAMAR        08072008 RECKLESS DRIVING
JAMAR        04242011 CARELESS DRIVING
JAMAR        06092013 OPERATE UNSAFE VEHICLE
JAMAR        06212014 OTHER NON-MOVING VIOLATION
JAMAR        06212014 UNKNOWN
JAMAR        07292012 UNKNOWN
JAMAR        06072014 UNKNOWN
NEXT ACTION: F1-SCREEN MENU  F7-PAGE BWD  F8-PAGE FWD  ENTER TO MOVE SCRN FWD
TO VIEW A SPECIFIC SCREEN CHANGE SCREEN NUMBER AND ENTER  F3-PREV  F12-EXIT
*** NEXT ACTIVITY ***  KEY          D/N  TYPE  OPER  RETURN?
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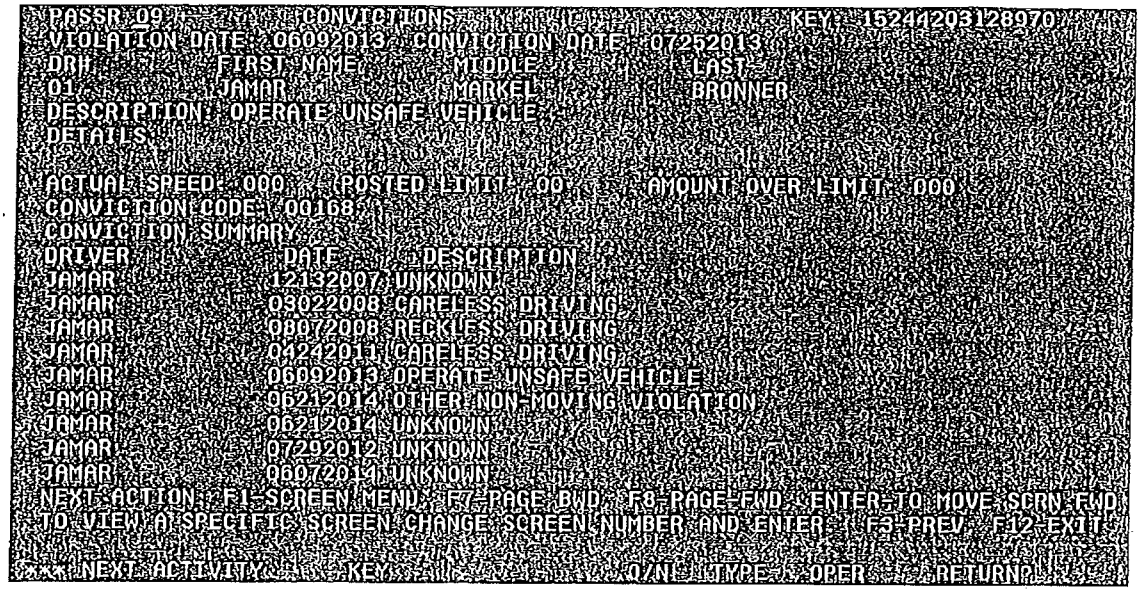

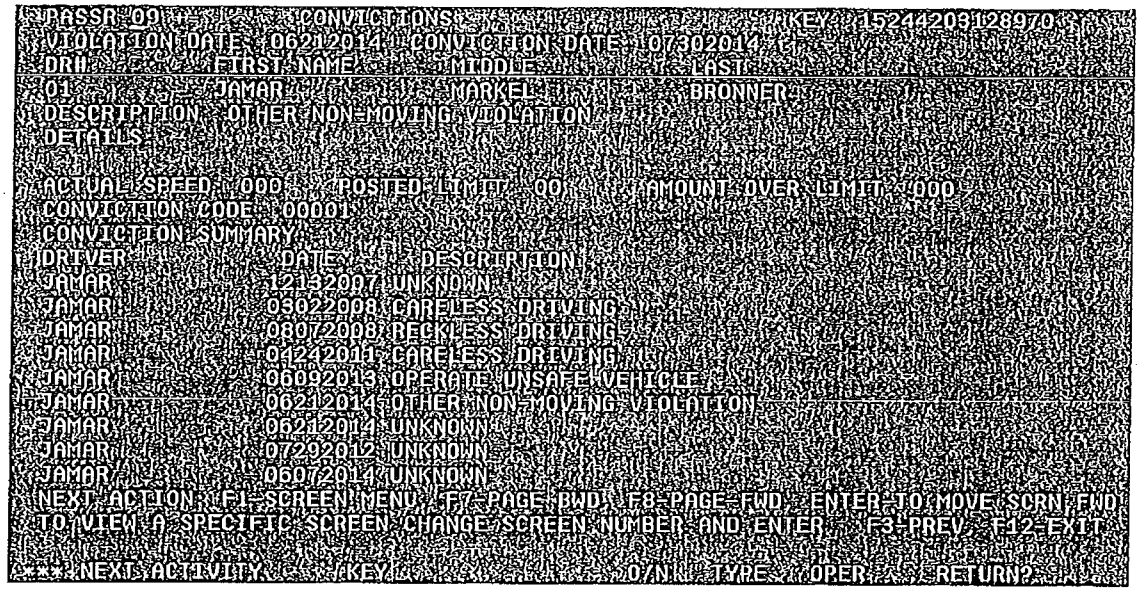

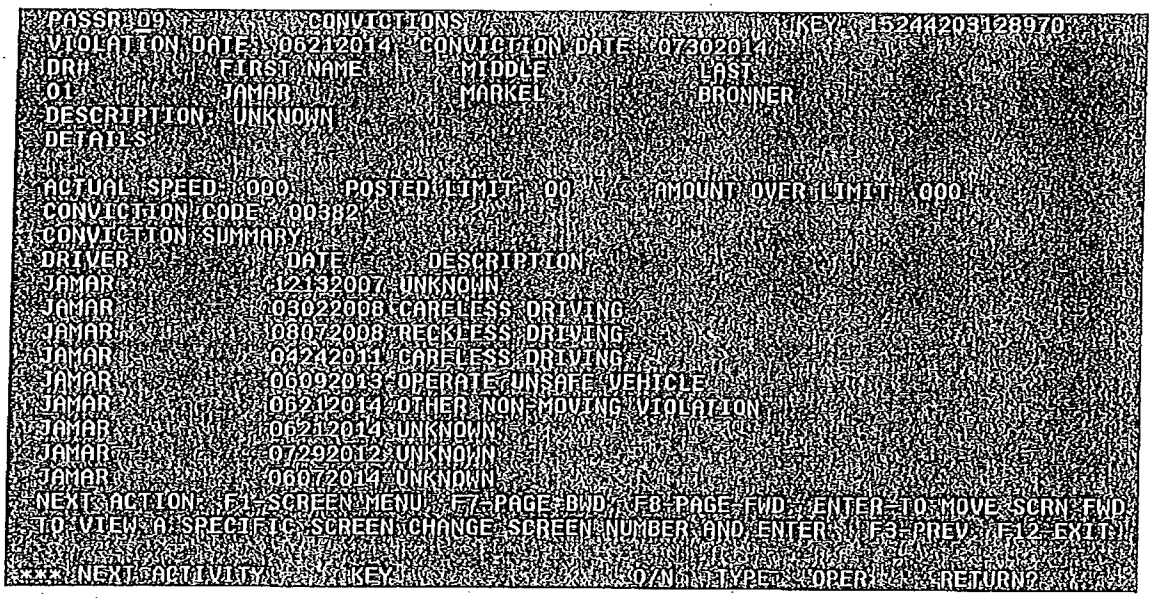

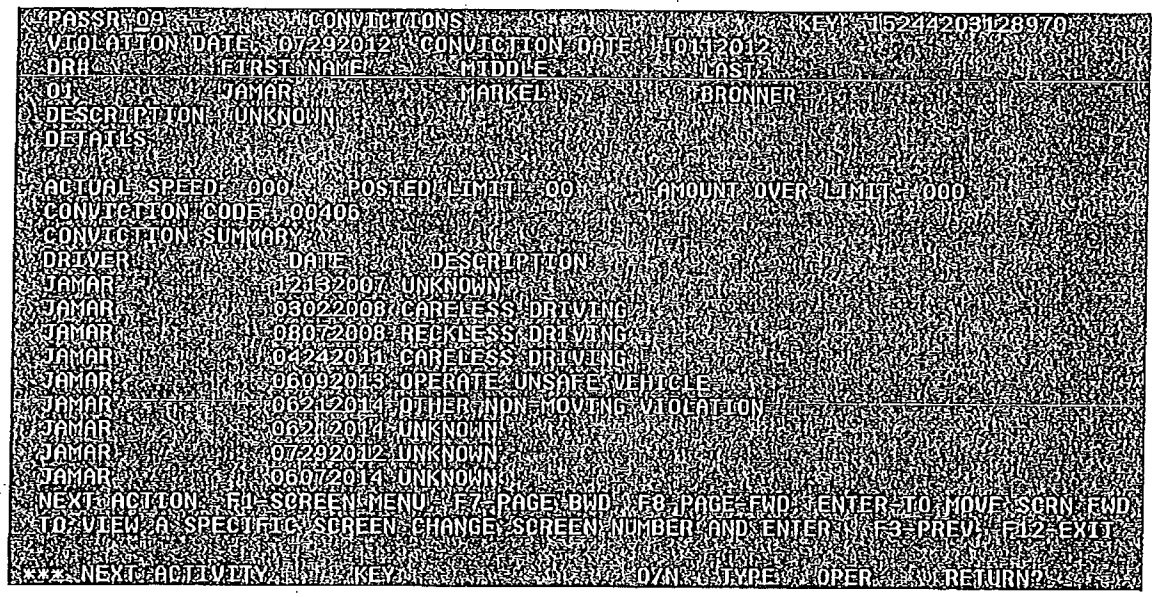

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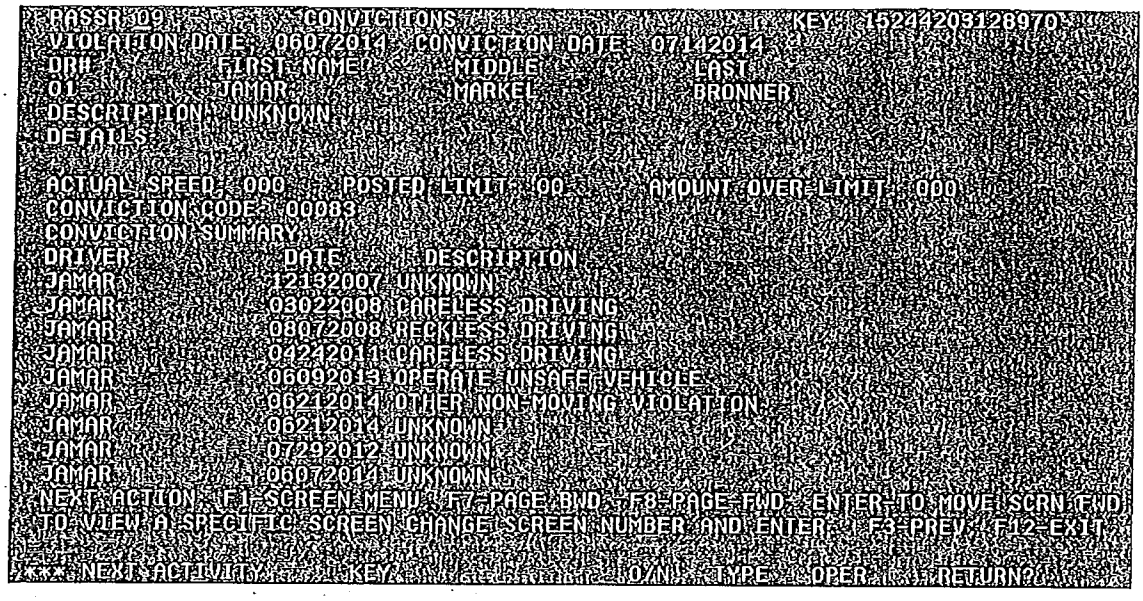

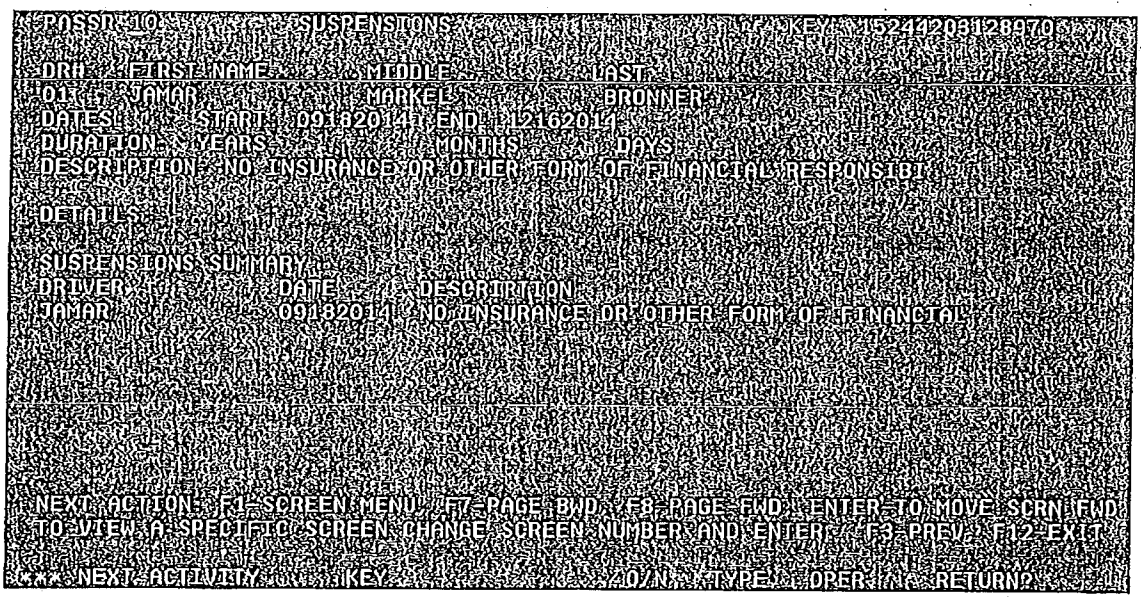

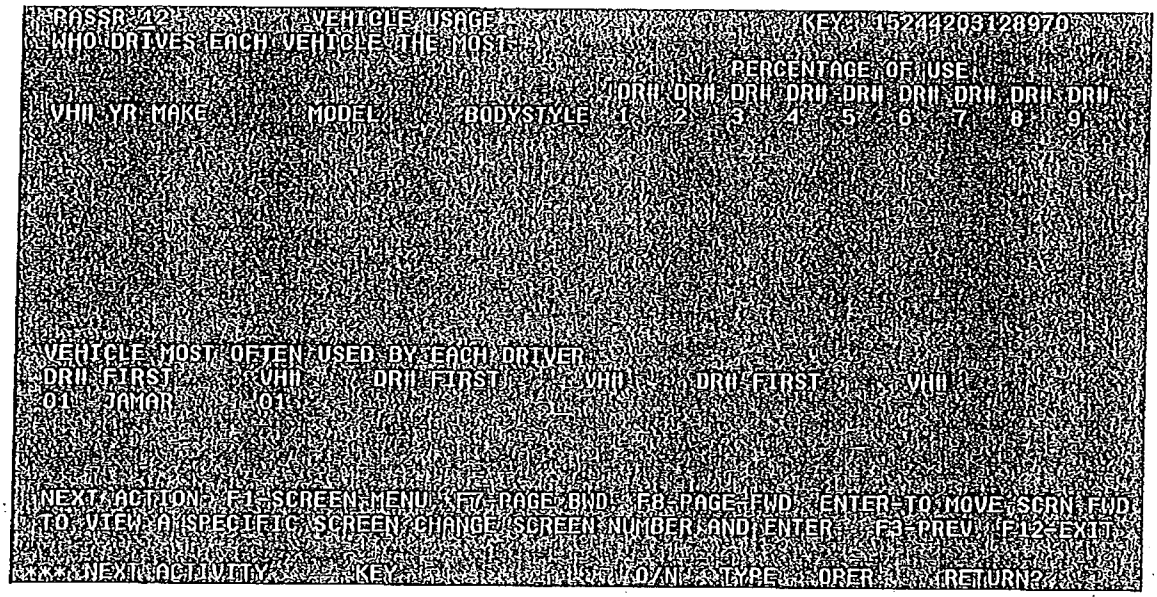

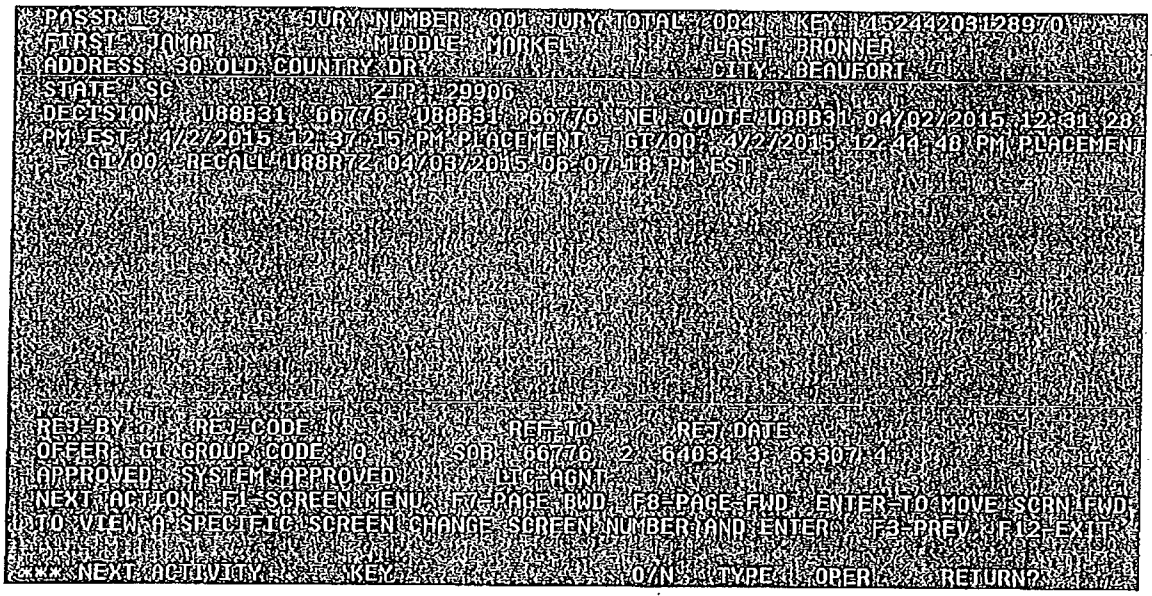

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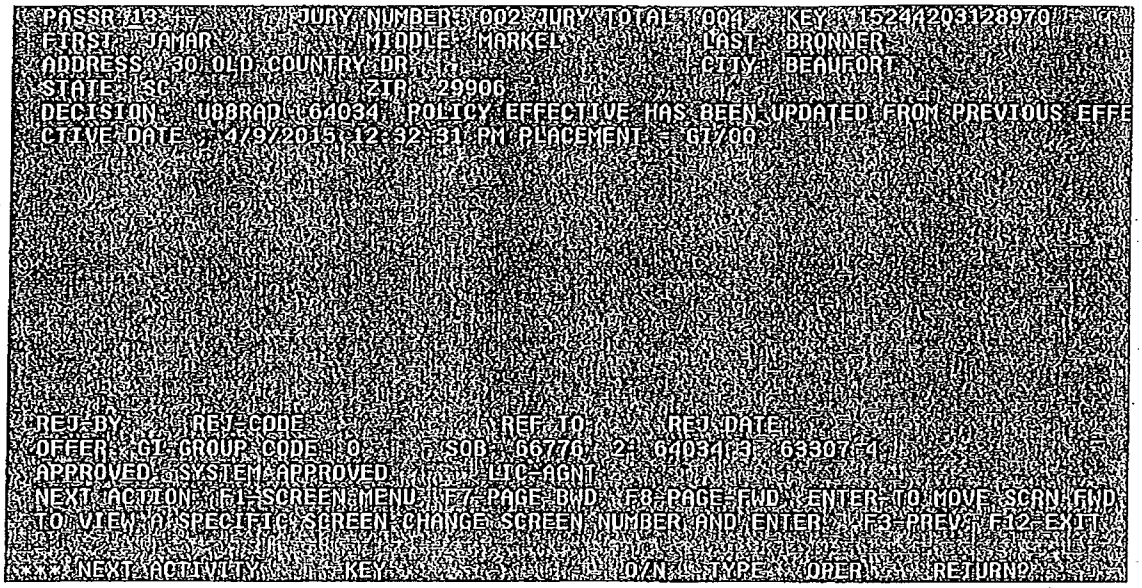

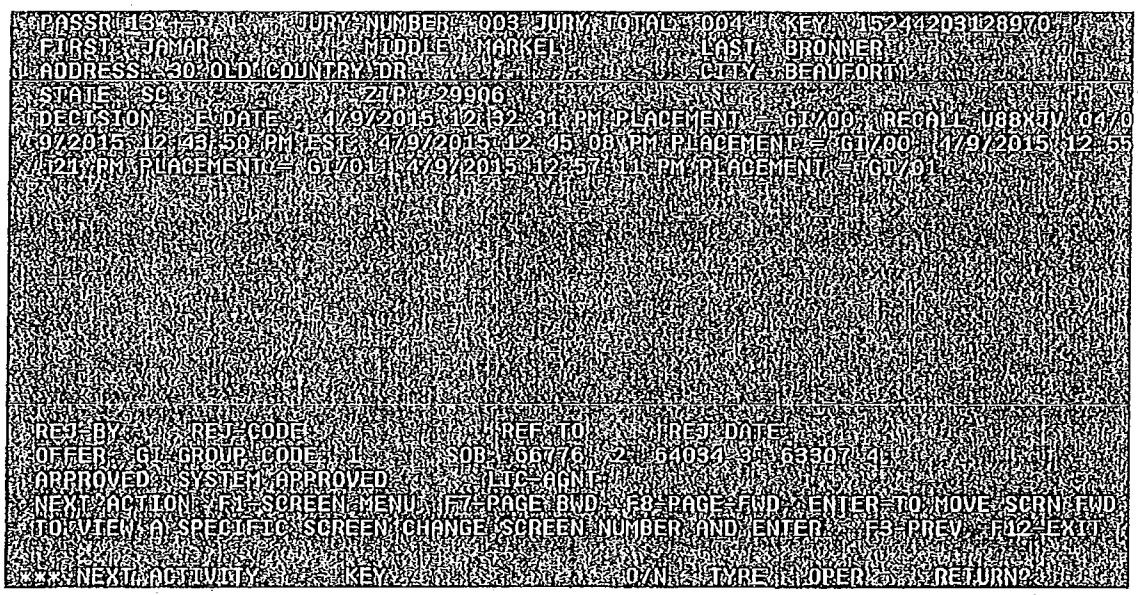

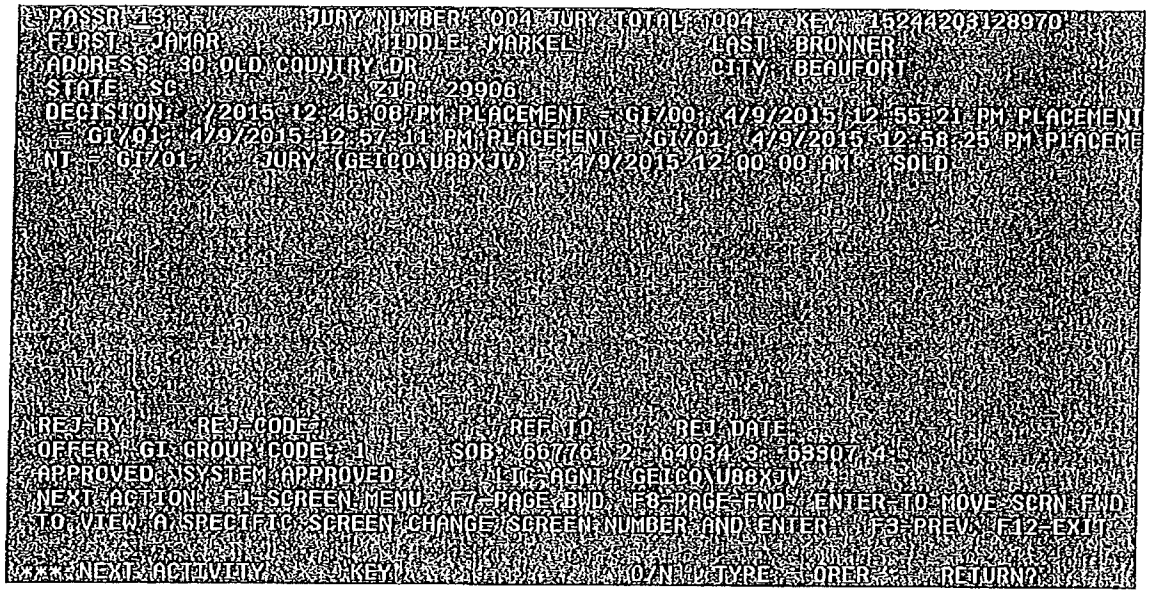

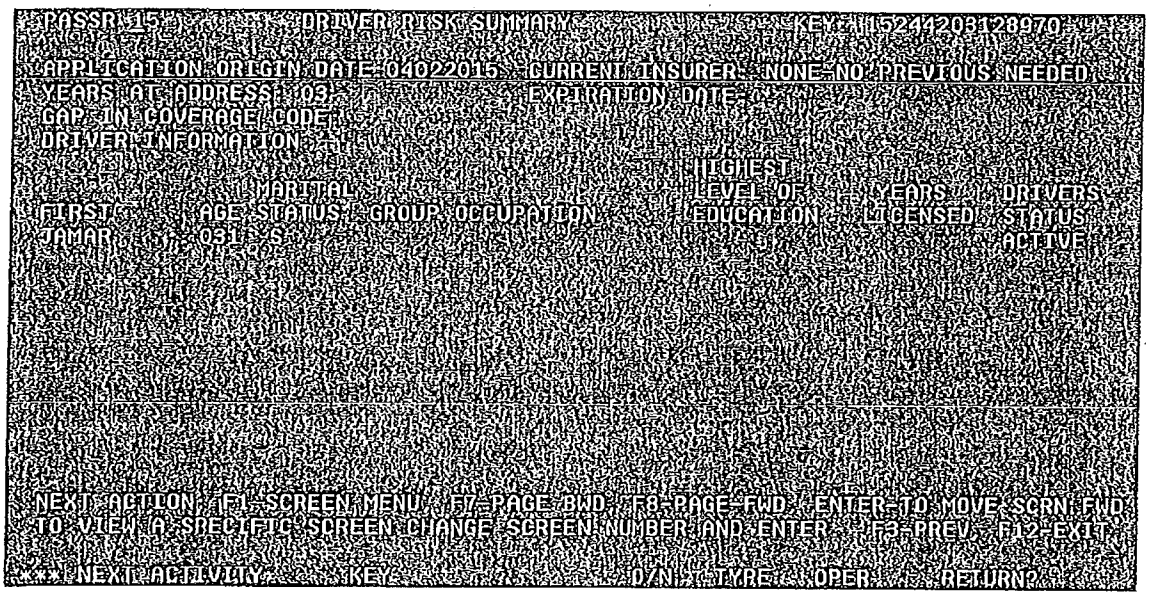

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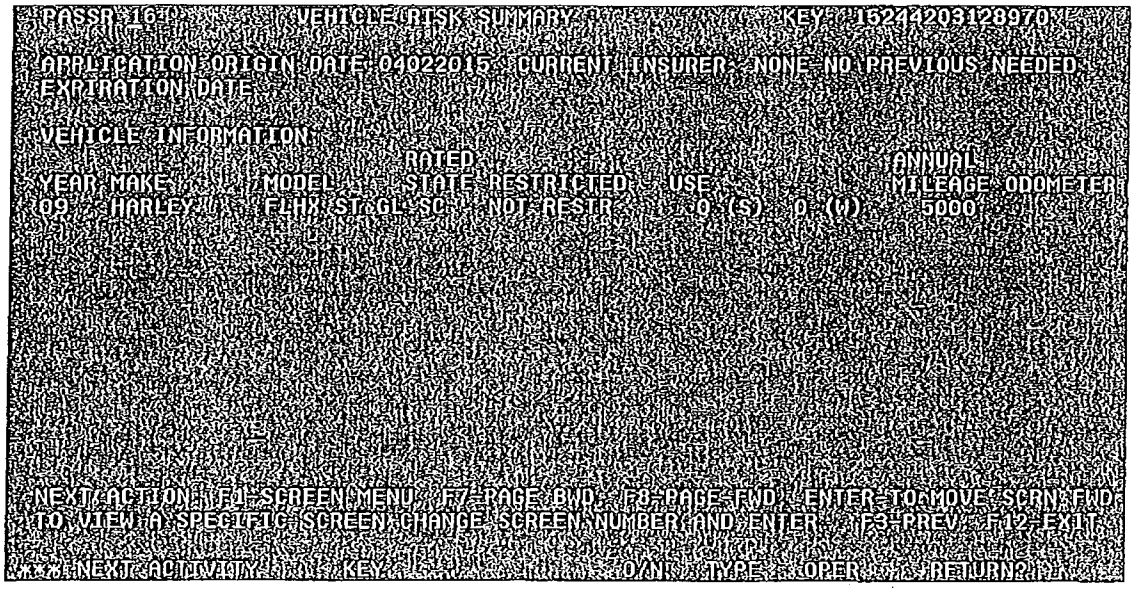
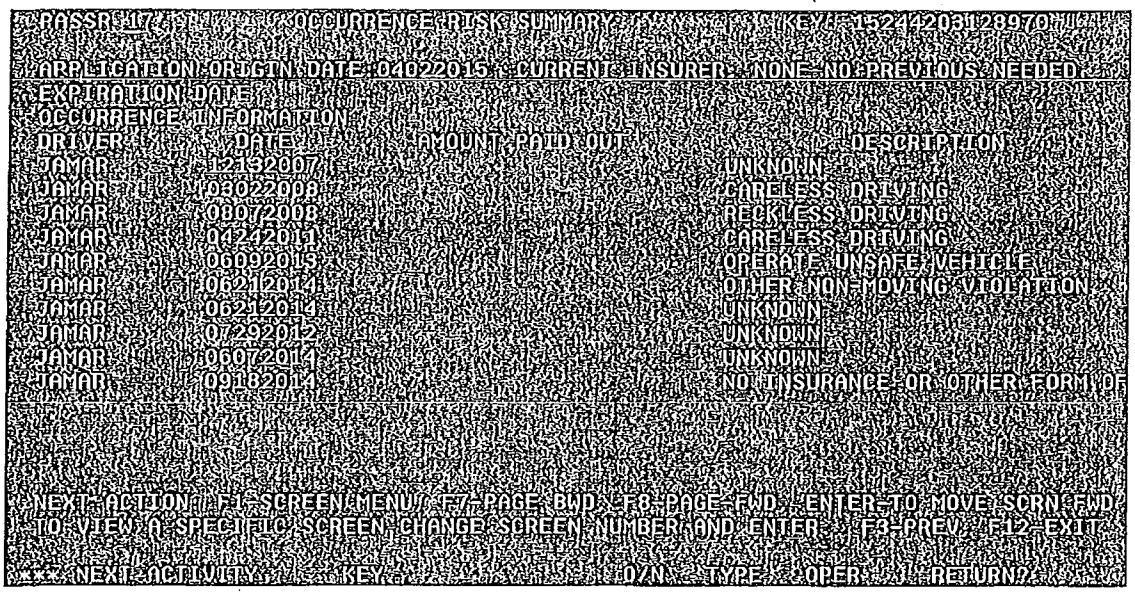


```
PASSR 16T                VEHICLE RISK SUMMARY                    KEY 1524420312897O

APPLICATION ORIGIN DATE 04022015  CURRENT INSURER: NONE  NO PREVIOUS NEEDED
EXPIRATION DATE

VEHICLE INFORMATION                                                    ANNUAL
YEAR MAKE     MODEL     STATE RESTRICTED  USE                       MILEAGE ODOMETER
09   HARLEY   FLHX ST GL SC  NOT RESTR     0 (S)  0 (M)             5000


NEXT ACTION: F1-SCREEN MENU  F7-PAGE BWD  F8-PAGE FWD  ENTER-TO MOVE SCRN FWD
TO VIEW A SPECIFIC SCREEN CHANGE SCREEN NUMBER AND ENTER  F3-PREV  F12-EXIT
***NEXT ACTIVITY***    KEY          O/N    TYPE    OPER    RETURN?
```



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PASSR 17T                OCCURRENCE RISK SUMMARY                 KEY 1524420312897O

APPLICATION ORIGIN DATE 04022015  CURRENT INSURER: NONE  NO PREVIOUS NEEDED
EXPIRATION DATE
OCCURRENCE INFORMATION
DRIVER      DATE        AMOUNT PAID OUT          DESCRIPTION
JAMAR       12132007                             UNKNOWN
JAMAR       03022008                             CARELESS DRIVING
JAMAR       08072008                             RECKLESS DRIVING
JAMAR       04242011                             CARELESS DRIVING
JAMAR       06092013                             OPERATE UNSAFE VEHICLE
JAMAR       06212014                             OTHER NON-MOVING VIOLATION
JAMAR       06212014                             UNKNOWN
JAMAR       07292012                             UNKNOWN
JAMAR       06072014                             UNKNOWN
JAMAR       09102014                             NOT INSURANCE OR OTHER FORM OF


NEXT ACTION: F1-SCREEN MENU  F7-PAGE BWD  F8-PAGE FWD  ENTER-TO MOVE SCRN FWD
TO VIEW A SPECIFIC SCREEN CHANGE SCREEN NUMBER AND ENTER  F3-PREV  F12-EXIT
***NEXT ACTIVITY***    KEY          O/N    TYPE    OPER    RETURN?
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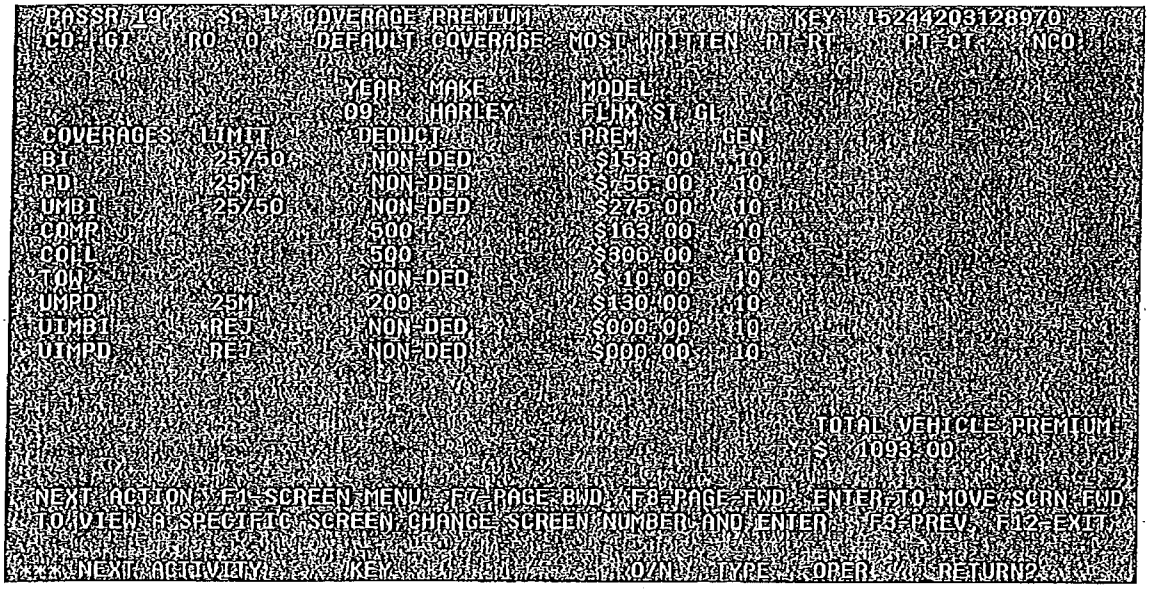

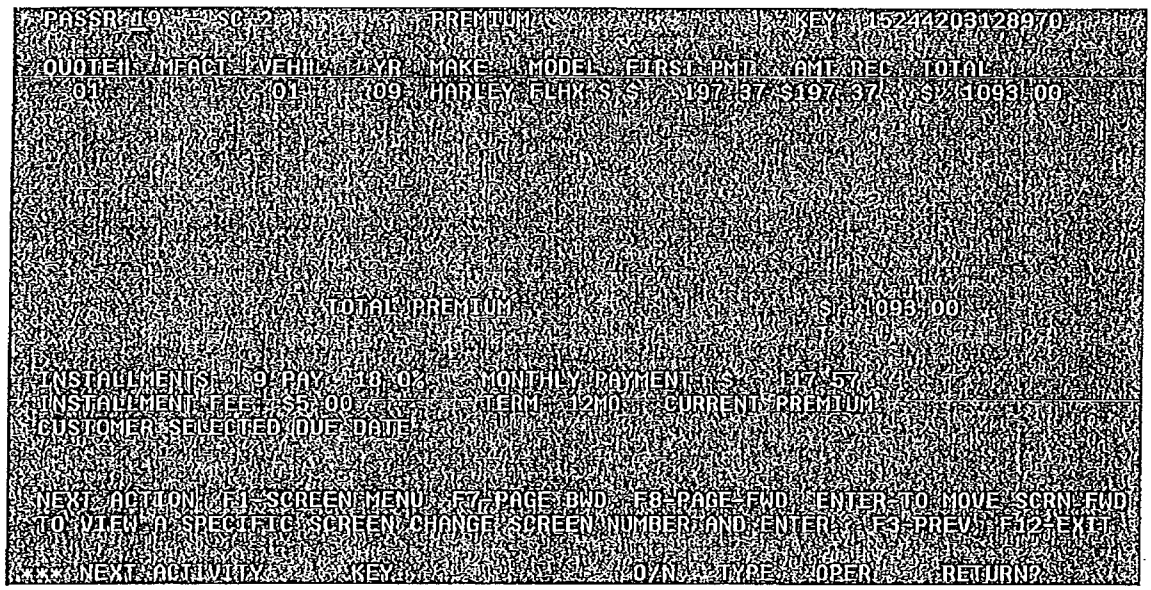

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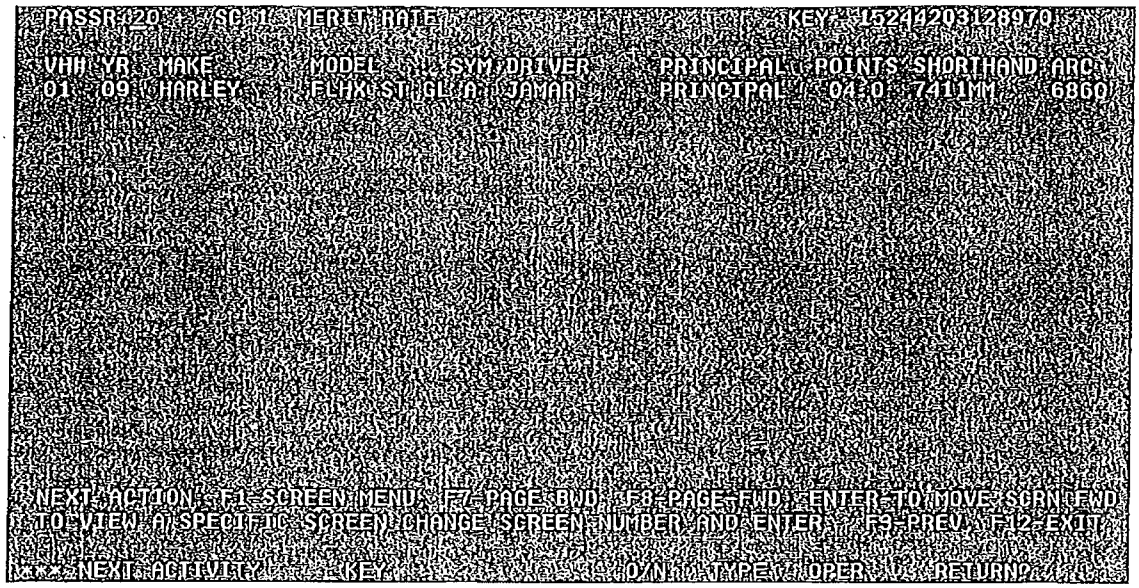

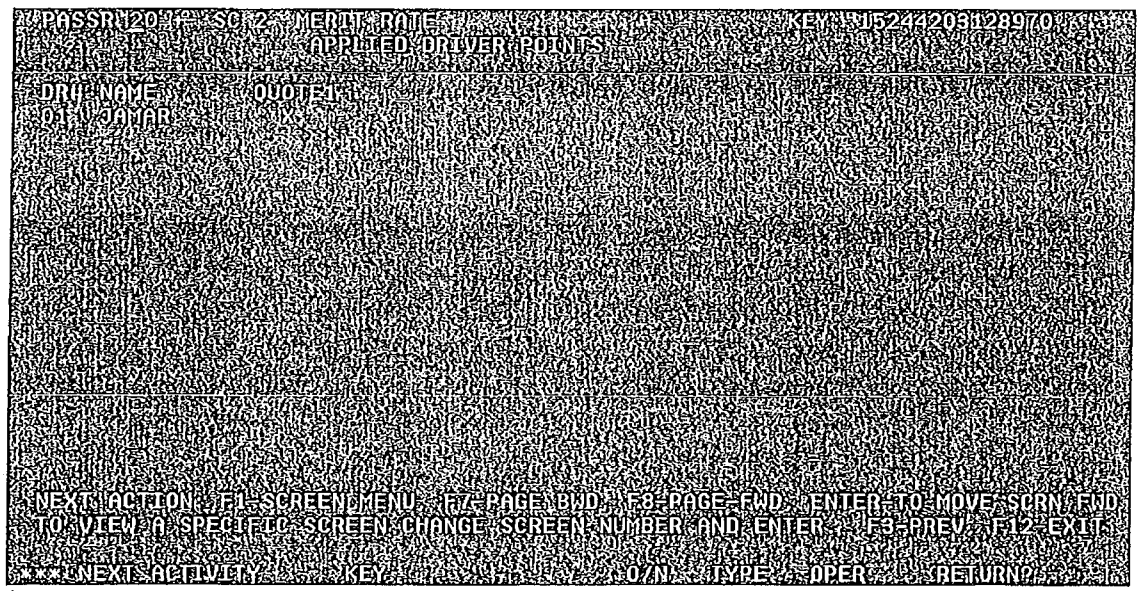

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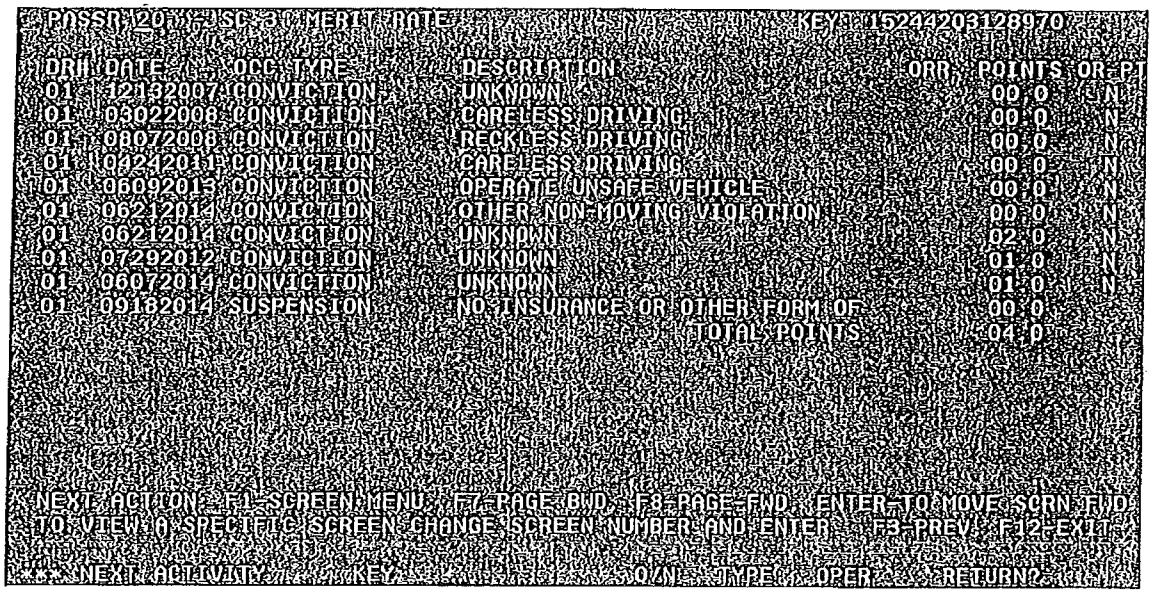
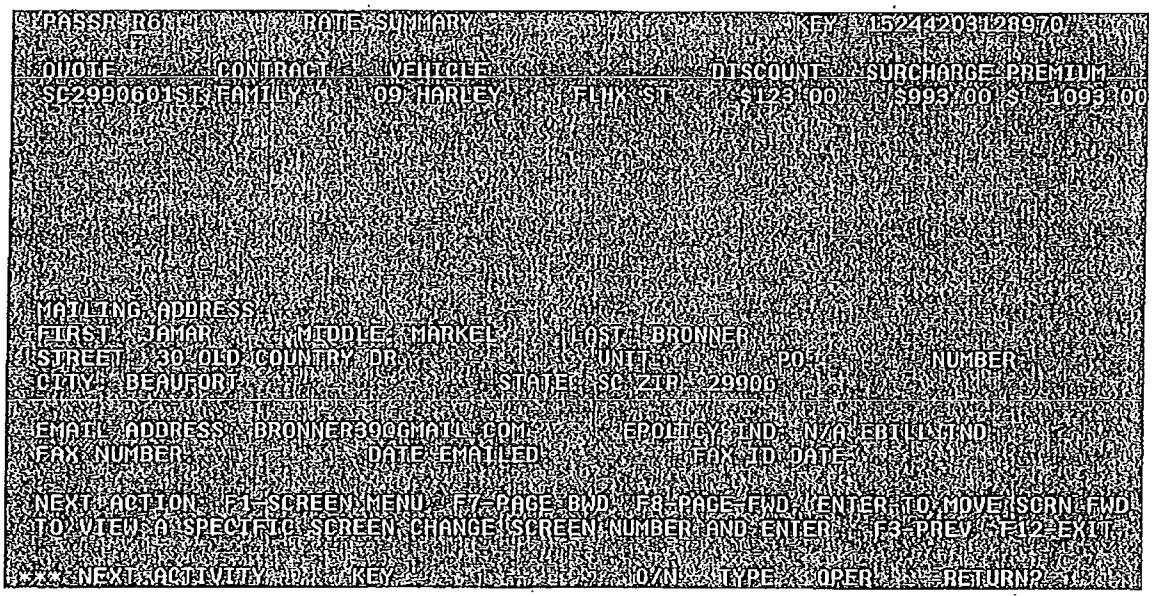


```
PASSR 20  - JSC 3  MERIT RATE                                KEY: 1524420312897O

DRIV DATE   OCC TYPE      DESCRIPTION                        CORR  POINTS OR PI
01  12132007 CONVICTION   UNKNOWN                            00  0     N
01  03022008 CONVICTION   CARELESS DRIVING                   00  0     N
01  08072008 CONVICTION   RECKLESS DRIVING                   00  0     N
01  10242011 CONVICTION   CARELESS DRIVING                   00  0     N
01  06092013 CONVICTION   OPERATE UNSAFE VEHICLE             00  0     N
01  06212014 CONVICTION   OTHER NON-MOVING VIOLATION         00  0     N
01  06212014 CONVICTION   UNKNOWN                            02  0     N
01  07292012 CONVICTION   UNKNOWN                            01  0     N
01  06072014 CONVICTION   UNKNOWN                            01  0     N
01  09182014 SUSPENSION   NO INSURANCE OR OTHER FORM OF      00  0
                          TOTAL POINTS                       04  0

NEXT ACTION: F1-SCREEN MENU  F7-PAGE BWD  F8-PAGE FWD  ENTER-TO MOVE SCRN FWD
TO VIEW A SPECIFIC SCREEN CHANGE SCREEN NUMBER AND ENTER    F3-PREV  F12-EXIT
*** NEXT ACTIVITY ***  KEY          O/N  TYPE  OPER      RETURN?
```



```
PASSR R6  - JSC 3  RATE SUMMARY                              KEY: 1524420312897O

QUOTE      CONTRACT   VEHICLE                  DISCOUNT   SURCHARGE PREMIUM
SC2990601ST FAMILY    09 HARLEY    FLHX ST     $123.00    $993.00   $1093.00

MAILING ADDRESS
FIRST  JAMAR    MIDDLE  MARKEL    LAST  BRONNER
STREET  30 OLD COUNTRY DR          UNIT          PO#           NUMBER
CITY  BEAUFORT      STATE SC ZIP  29906

EMAIL ADDRESS  BRONNER30@AMAIL.COM      EPOLICY IND  N/A EBILL IND
FAX NUMBER          DATE EMAILED              FAX ID  DATE

NEXT ACTION: F1-SCREEN MENU  F7-PAGE BWD  F8-PAGE FWD  ENTER-TO MOVE SCRN FWD
TO VIEW A SPECIFIC SCREEN CHANGE SCREEN NUMBER AND ENTER    F3-PREV  F12-EXIT
*** NEXT ACTIVITY ***  KEY          O/N  TYPE  OPER      RETURN?
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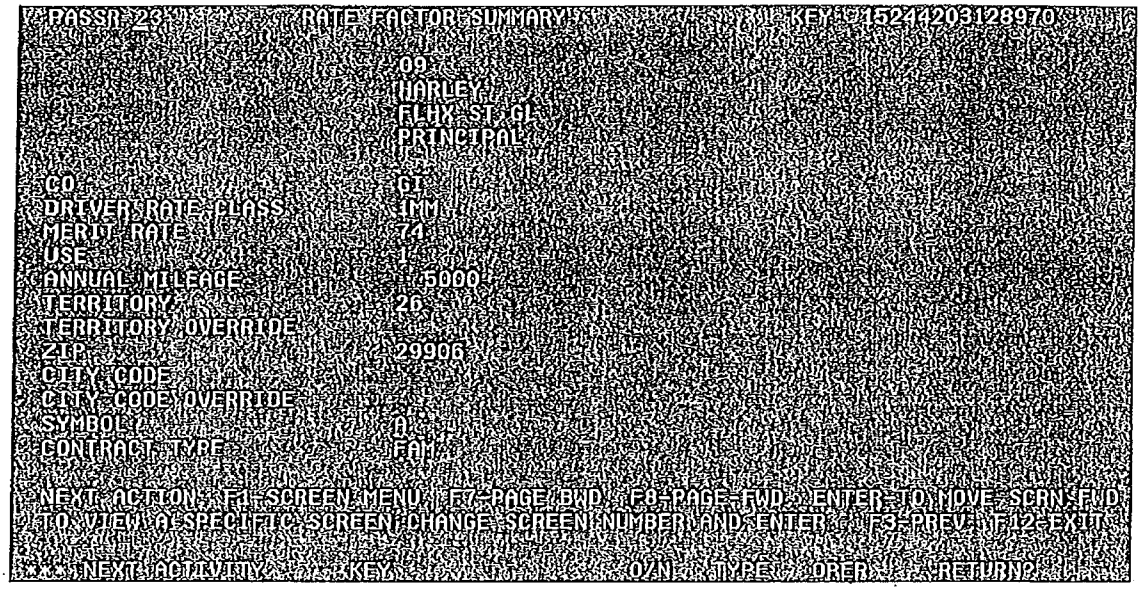

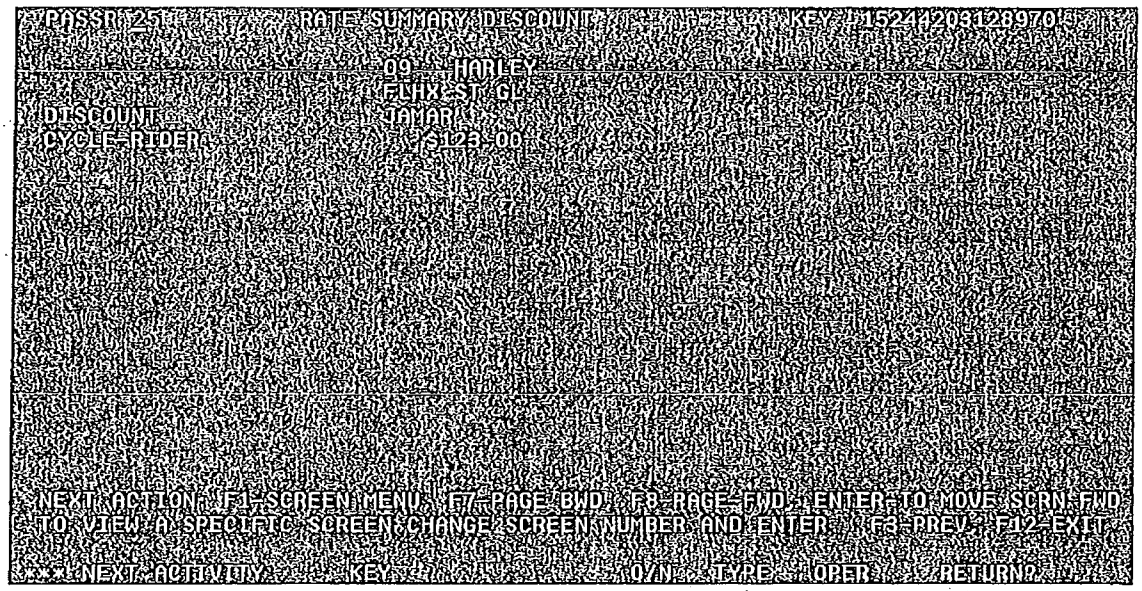

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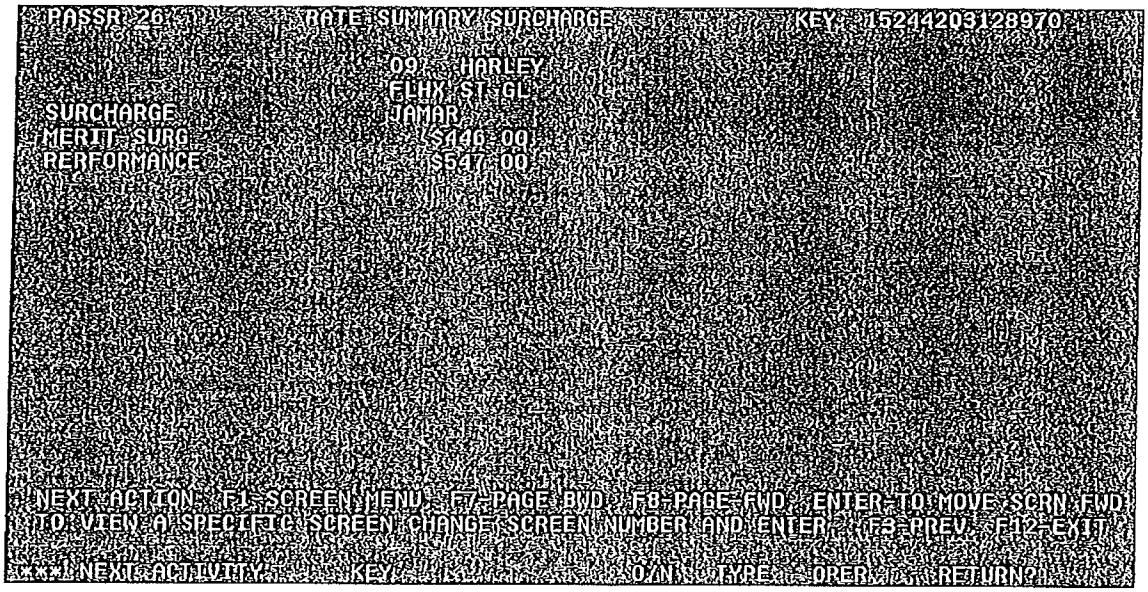

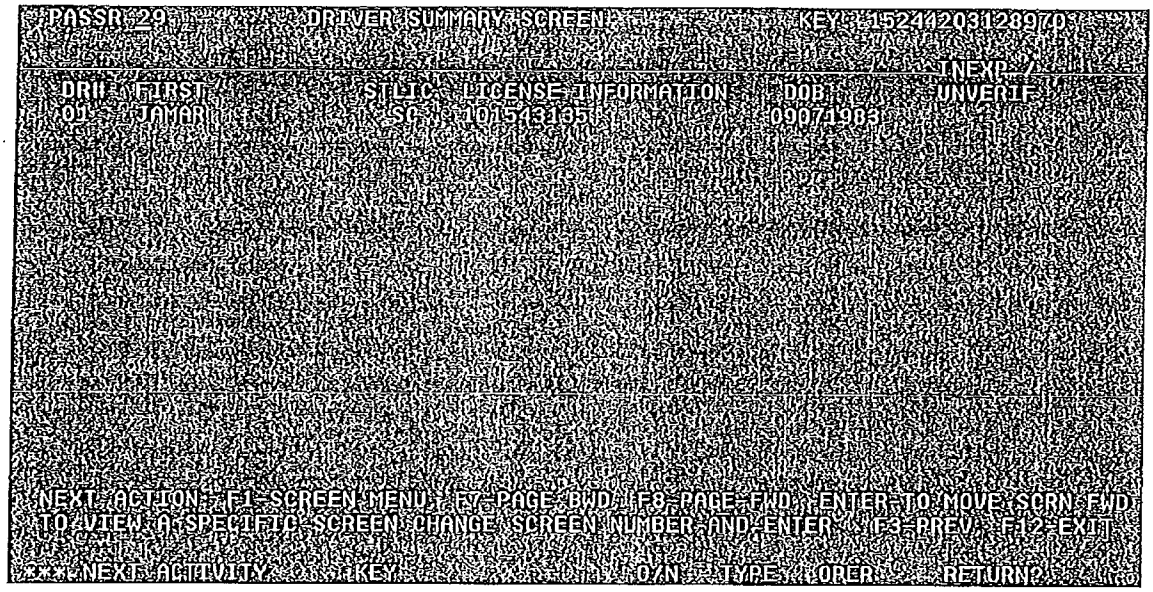

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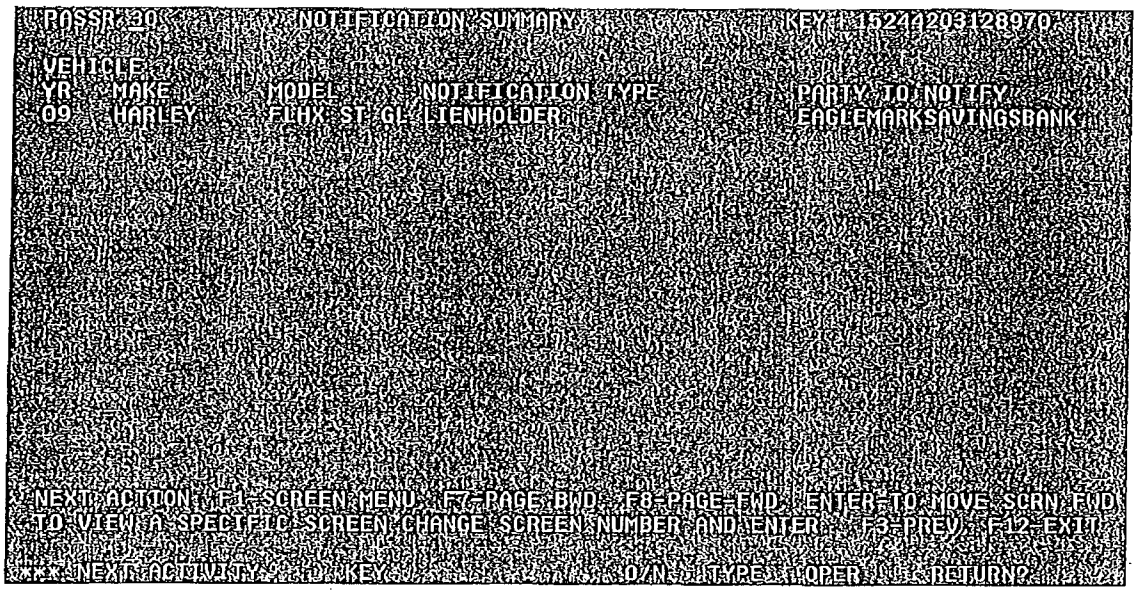

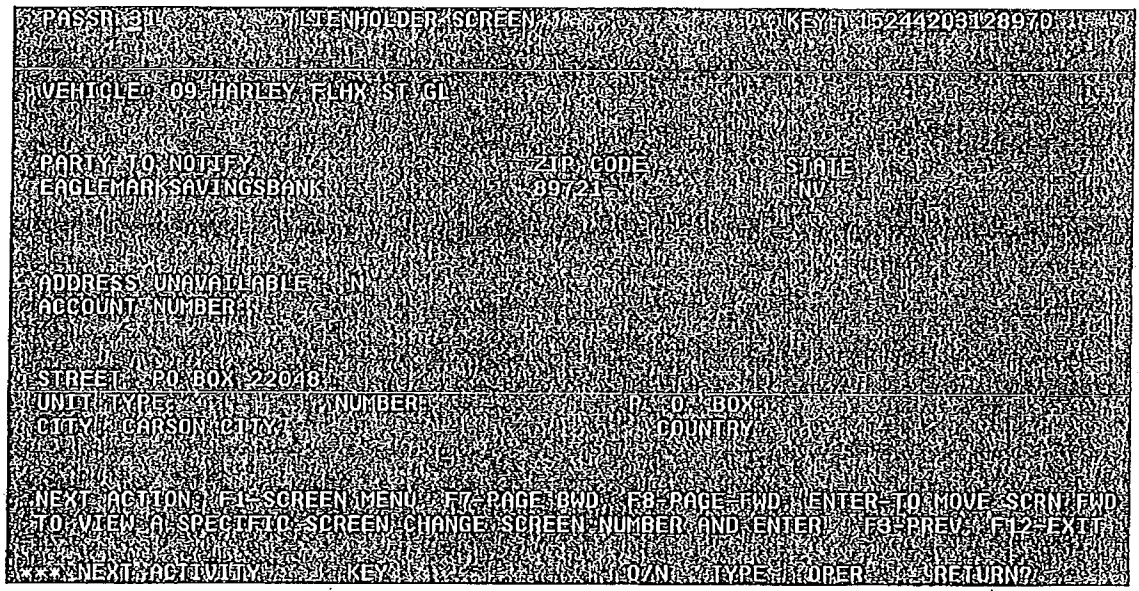

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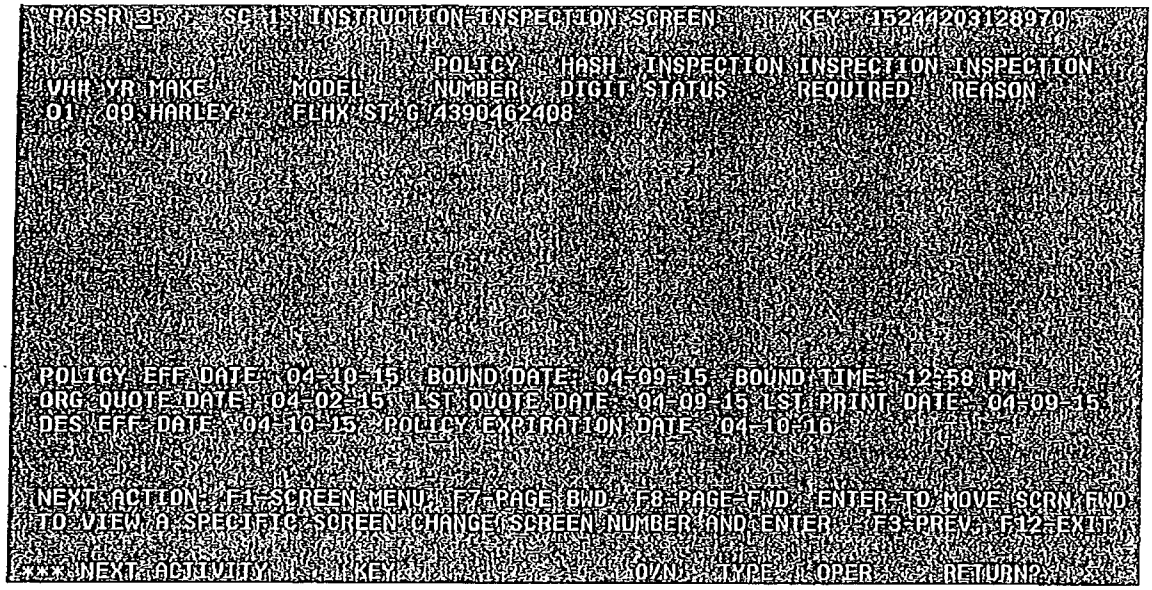

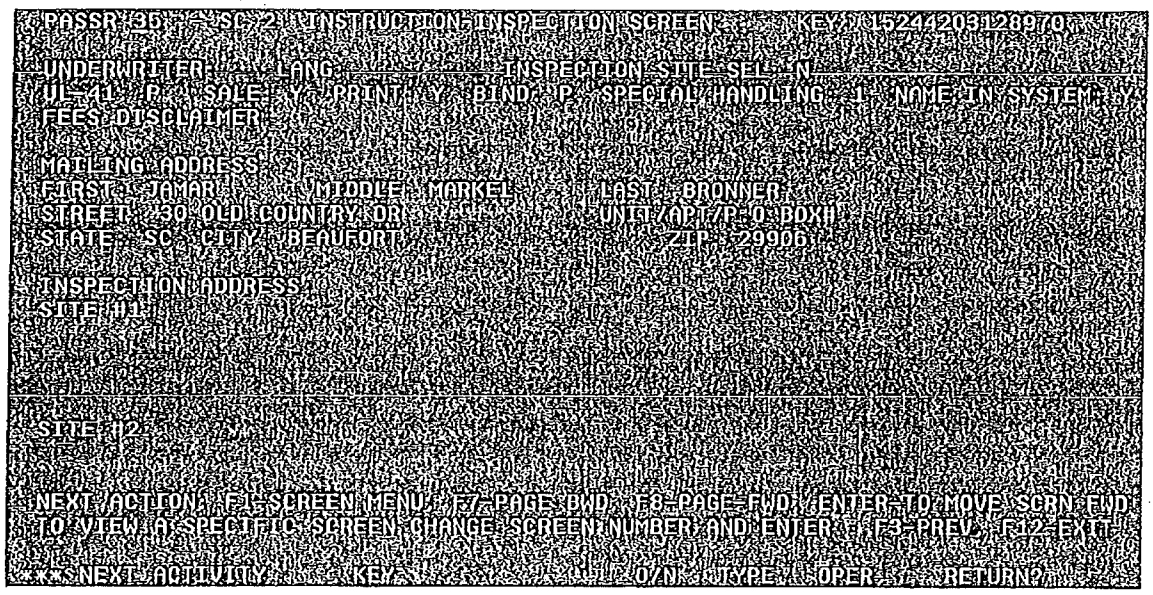

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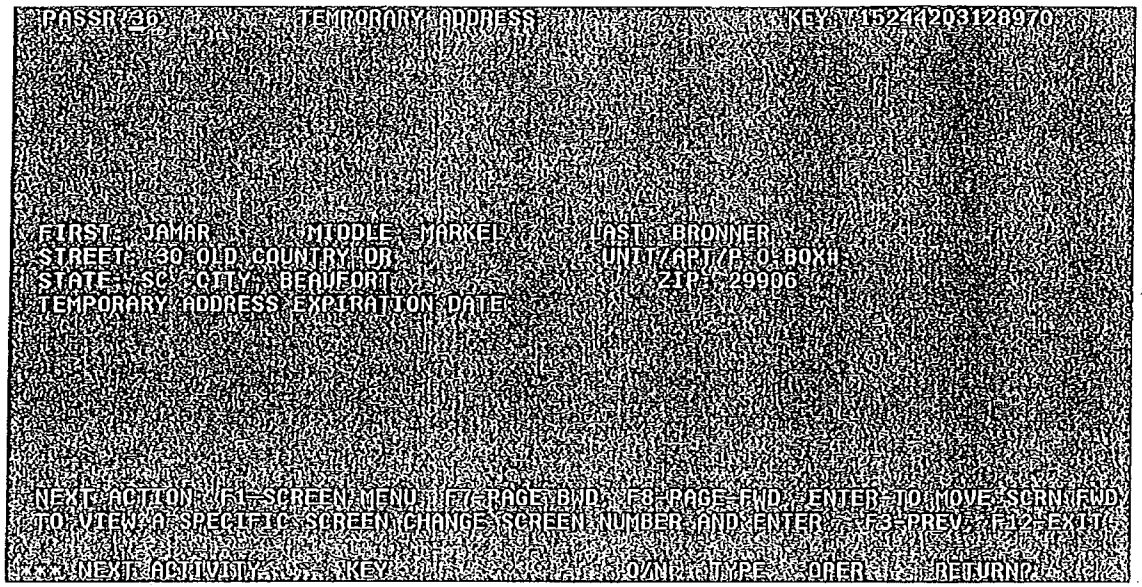

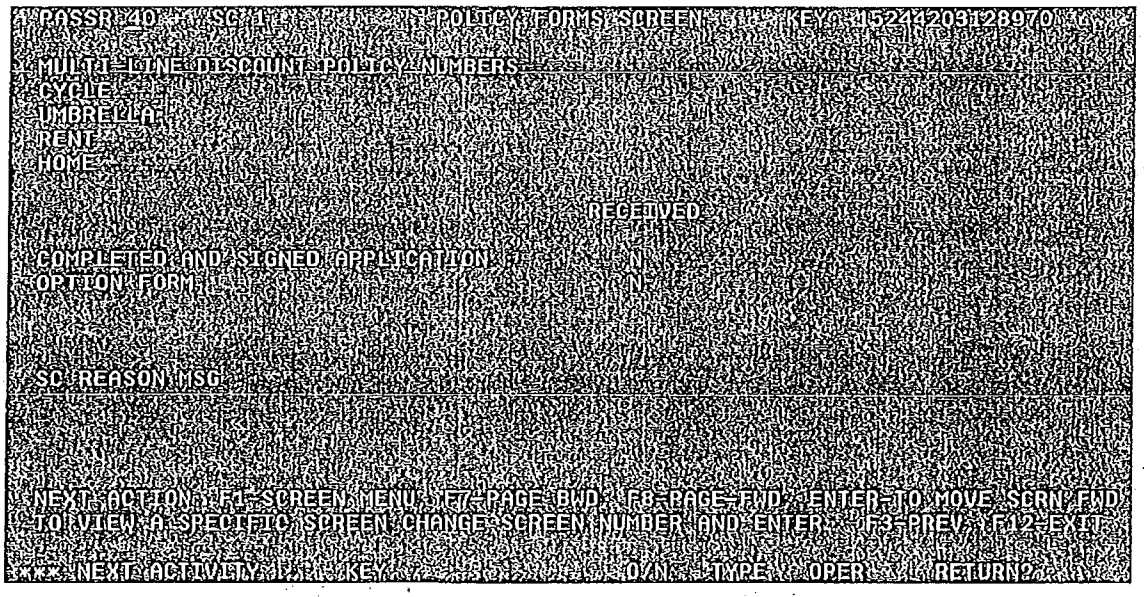

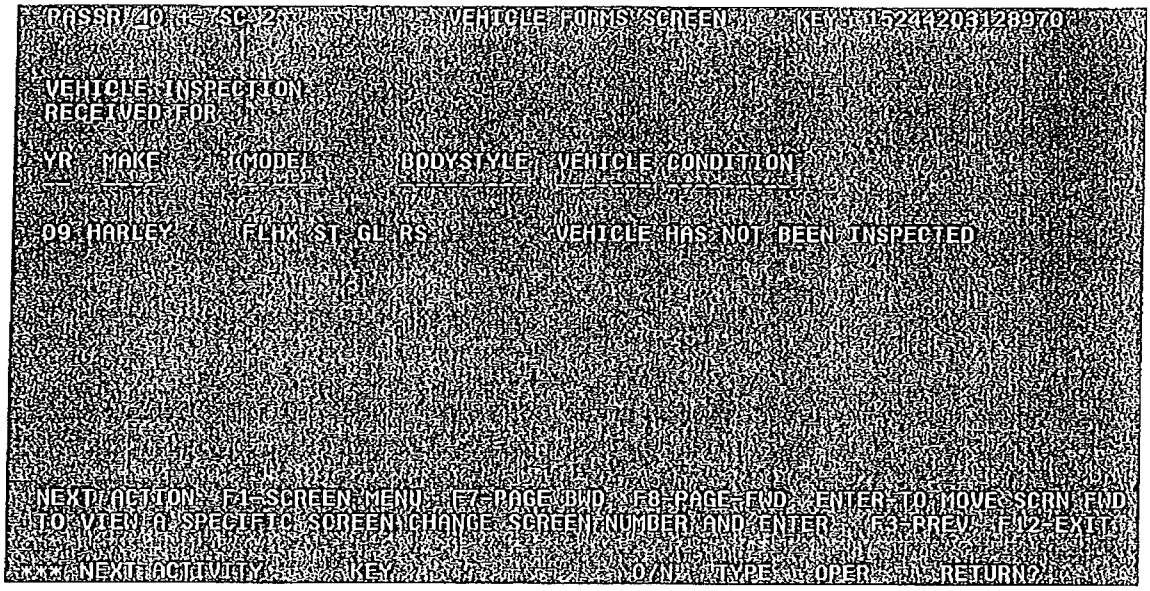

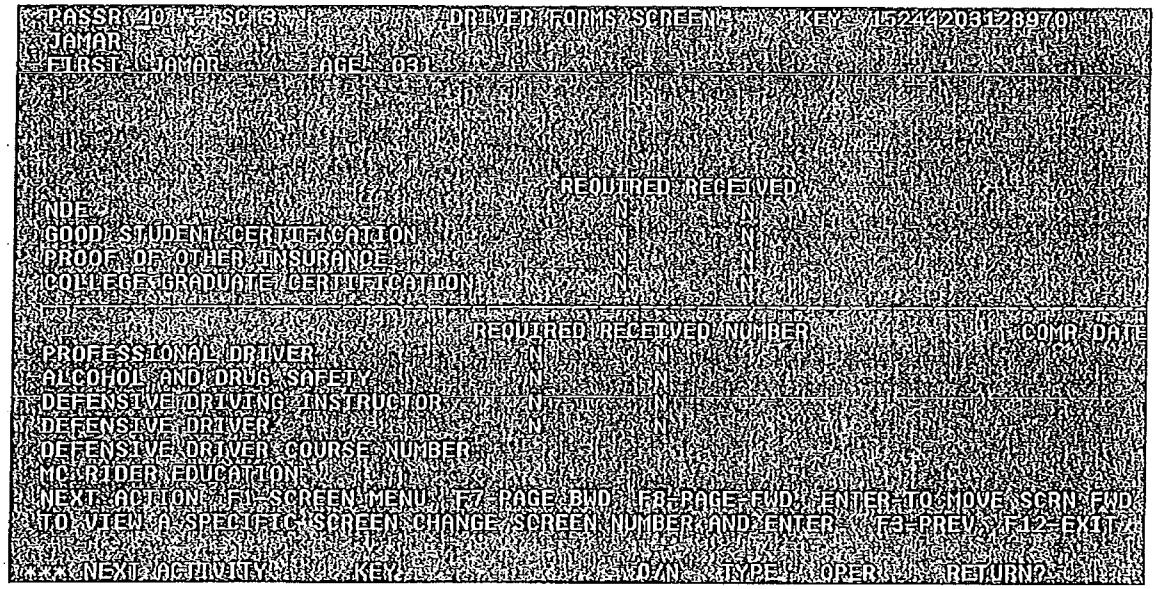

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

EXHIBIT # 6

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
GEICO INDEMNITY COMPANY,	)	**AFFIDAVIT OF BRUCE BROWN**
	)	
Defendant.	)	
	)	

Personally appeared before me, Bruce Brown, who being duly sworn, deposes and says as follows:

1. That I am over the age of eighteen and I am competent to make this statement.
2. That I am an employee with GEICO Indemnity Company. That I have worked for GEICO for approximately 14 years.
3. That I am now a Coverage Underwriter for GEICO Indemnity Company.
4. That the following documents constitute GEICO's Underwriting File on Jamar Bronner. These are accurate copies of GEICO's records made during the regular practice of GEICO's business.

   A. PHIN Sales Application;
   B. Initial Package Mailed to Jamar Bronner on April 10, 2015, with Identification Cards, billing Statement, Declarations Page; Coverage Option Forms, Coverage Description, and Additional Insurance Documents. This includes the UM and UIM Offer Form;
   C. Letter from GEICO to Jamar Bronner dated May 1, 2015 with the UM and UIM Offer Form.
   D. Envelope from Jamar Bronner with executed rejection of additional UM coverage and UIM coverage, signed on May 5, 2015.
   E. Payment History;
   F. Cancellation for Non Payment;
   G. Certificate of Mailing;
   H. Declarations Page;

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ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

I. Letter with insurance card;
J. Letter with Declaration page dated 03/20/16;
K. Letter with Declarations Page dated 4/12/16;
L. Itemized Statement of Account.

These documents are incorporated by reference as part of my affidavit.

5. That, during the telephone call to purchase coverage from GEICO, Mr. Bronner was informed of the exact amount of the premium for the policy which would have included underinsured motorist coverage if chosen by the customer. (Phin Sales Application, Exhibit A.)
6. That Mr. Bronner was informed of the difference in the price of the premium if he chose to reject underinsured motorist coverage.
7. That the GEICO Sales agent then sent an email to Mr. Bronner with the option form attached, the due date of the form, the policy premium with the coverages rejected, what the policy would be if the form was not returned by the due date, and the coverages he was rejecting.
8. That it is up to the customer to fill out the rejection form and either choose to accept the coverage or reject the coverage.
9. That, on April 10, 2015, after the application is taken over the telephone, GEICO mailed a package to the customer that includes identification cards, a billing statement, the Declarations Page, the insurance policy, and the UM/UIM Rejection Form as approved by the Director of the South Carolina Department of Insurance.
10. That the UM/UIM Rejection Form utilized by GEICO has been approved by the Director of the South Carolina Department of Insurance.

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11. The UM/UIM Rejection Form is a standard form for all South Carolina Customers.

12. That it is up to the customer to fill out the rejection form and either choose to accept the coverage or reject the coverage.

13. That the customer can call at any time and get a quote for the coverages available, twenty-four hours a day, seven days a week.

14. That the Declarations Page stated clearly that Mr. Bronner had rejected underinsured coverage.

15. That, on May 1, 2015, GEICO mailed a separate letter to Jamar Bronner indicating that he had not returned the UM/UIM Rejection Form and enclosing another copy of it.

16. The letter and the UM/UIM Rejection Form point out that it must be executed and returned or the coverages would be added to the policy and a premium would be charged to the customer for those coverages.

17. That the UM/UIM Rejection Form lists ranges for the premiums for the coverage as required by South Carolina law.

18. That the application is specific to the customer's information. Based upon the customer's specific information GEICO would and did provide Mr. Bronner with a specific premium for UIM coverage if he elected to choose to have it.

19. That GEICO called Mr. Bronner and left him a message on May 5, 2015 advising him that we had not received his rejection form and that the coverages would roll on if the rejection form was not received and that an additional premium would be charged for those coverages.

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ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

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20. Mr. Bronner called back on May 5, 2015 about the rejection form and was advised that he needed to execute and return the form if he did not want the additional coverage.

21. That on May 5, 2015, Mr. Bronner executed and signed the form, rejecting any underinsured motorist coverage. The form was postmarked to GEICO on May 7, 2015.

22. That Mr. Bronner never paid any premium or other consideration for underinsured motorist coverage.

23. That GEICO made an effective offer of UIM coverage to Mr. Bronner, which he decided to reject.

24. That there is no underinsured motorist coverage under the policy purchased by Mr. Bronner from GEICO.

FURTHER AFFIANT SAYETH NOT.

Bruce Brown

Sworn before me this 31 day of January, 2018

Notary Public
State of Virginia
My Commission expires: 9-30-19

STACIE LYNN CARPENTER
NOTARY PUBLIC
REGISTRATION # 7115266
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
SEPTEMBER 30, 2019

Sensitivity: Confidential

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

EXHIBIT # 7

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

3STATE OF SOUTH CAROLINA)) COUNTY OF BEAUFORT)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NUMBER: 2017-CP-07-00241
JAMAR MARKEL BRONNER,)) Plaintiff,)) vs.)) GEICO INDEMNITY COMPANY,)) Defendant.))	**AFFIDAVIT OF ROSE BERRIDGE**

Personally appeared before me, Rose Berridge, who being duly sworn, deposes and says as follows:

1. That I am over the age of eighteen and I am competent to make this statement.
2. That I am an employee with GEICO Indemnity Company. That I have worked for GEICO for approximately 19 years.
3. That I am now a Underwriting Trainer for GEICO Indemnity Company.
4. That GEICO's policy and systems are designed such that the sales agent of telephone calls with customers such as Jamar Bronner must go through all of the available coverages, including bodily injury liability, property damage liability, uninsured motorists bodily injury and property damage, *underinsured motorist bodily injury and property damage,* comprehensive, collision, towing and labor costs on each call
5. That the sales agent is required to list the total premium for the coverages if the customer wished to select those coverages and pay for them.

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6. That the sales agent is required to enter a separate limit for each coverage.
7. That the sales agent is required to see the mandatory minimum limits for each state.
8. That the sales agent is then required to explain to the customer which coverages were mandatory under South Carolina law and which coverages were optional.
9. That the customer is then informed that they can reject the optional coverages if they desire to do so in exchange for a lower premium.
10. That each and every customer who calls in for coverage is told what there premium would be based upon the coverages offered.
11. That the following documents constitute GEICO's Underwriting File on Jamar Bronner. These are accurate copies of GEICO's records made during the regular practice of GEICO's business.

A. PHIN Sales Application;
B. Initial Package Mailed to Jamar Bronner on April 10, 2015, with Identification Cards, billing Statement, Declarations Page; Coverage Option Forms, Coverage Description, and Additional Insurance Documents. This includes the UM and UIM Offer Form;
C. Letter from GEICO to Jamar Bronner dated May 1, 2015 with the UM and UIM Offer Form.
D. Envelope from Jamar Bronner with executed rejection of additional UM coverage and UIM coverage, signed on May 5, 2015.
E. Payment History;
F. Cancellation for Non Payment;
G. Certificate of Mailing;
H. Declarations Page;
I. Letter with insurance card;
J. Letter with Declaration page dated 03/20/16;
K. Letter with Declarations Page dated 4/12/16;
L. Itemized Statement of Account.

These documents are incorporated by reference as part of my affidavit.

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ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

12. That, during the telephone call to purchase coverage from GEICO, Mr. Bronner was informed of the exact amount of the premium for the policy which would have included underinsured motorist coverage if chosen by the customer. (Phin Sales Application, Exhibit A.)
13. That Mr. Bronner was informed of the difference in the price of the premium if he chose to reject underinsured motorist coverage.
14. That the GEICO Sales agent then sent an email to Mr. Bronner with the option form attached, the due date of the form, the policy premium with the coverages rejected, what the policy would be if the form was not returned by the due date, and the coverages he was rejecting.
15. That it is up to the customer to fill out the rejection form and either choose to accept the coverage or reject the coverage.
16. That, on April 10, 2015, after the application is taken over the telephone, GEICO mailed a package to the customer that includes identification cards, a billing statement, the Declarations Page, the insurance policy, and the UM/UIM Rejection Form as approved by the Director of the South Carolina Department of Insurance.
17. That the UM/UIM Rejection Form utilized by GEICO has been approved by the Director of the South Carolina Department of Insurance.
18. The UM/UIM Rejection Form is a standard form for all South Carolina Customers.
19. That it is up to the customer to fill out the rejection form and either choose to accept the coverage or reject the coverage.

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20. That the customer can call at any time and get a quote for the coverages available, twenty-four hours a day, seven days a week.

21. That the Declarations Page stated clearly that Mr. Bronner had rejected underinsured coverage.

22. That, on May 1, 2015, GEICO mailed a separate letter to Jamar Bronner indicating that he had not returned the UM/UIM Rejection Form and enclosing another copy of it.

23. The letter and the UM/UIM Rejection Form point out that it must be executed and returned or the coverages would be added to the policy and a premium would be charged to the customer for those coverages.

24. That the UM/UIM Rejection Form lists ranges for the premiums for the coverage as required by South Carolina law.

25. That the application is specific to the customer's information. Based upon the customer's specific information GEICO would and did provide Mr. Bronner with a specific premium for UIM coverage if he elected to choose to have it.

26. That GEICO called Mr. Bronner and left him a message on May 5, 2015 advising him that we had not received his rejection form and that the coverages would roll on if the rejection form was not received and that an additional premium would be charged for those coverages.

27. Mr. Bronner called back on May 5, 2015 about the rejection form and was advised that he needed to execute and return the form if he did not want the additional coverage.

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ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

28. That on May 5, 2015, Mr. Bronner executed and signed the form, rejecting any underinsured motorist coverage. The form was postmarked to GEICO on May 7, 2015.

29. That Mr. Bronner never paid any premium or other consideration for underinsured motorist coverage.

30. That GEICO made an effective offer of UIM coverage to Mr. Bronner, which he decided to reject.

31. That there is no underinsured motorist coverage under the policy purchased by Mr. Bronner from GEICO.

FURTHER AFFIANT SAYETH NOT.

Rose Berridge

Sworn before me this 31 day of January, 2018

STACIE LYNN CARPENTER
NOTARY PUBLIC
REGISTRATION # 7115266
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
SEPTEMBER 30, 2019

Notary Public
State of Virginia
My Commission expires: 9-30-19

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ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

EXHIBIT # 8

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

GEICO Tel: 1-800-841-3000
geico.com

One GEICO Boulevard
Fredericksburg, VA 22412-0003

Policy Number: 4390-46-24-08
GEICO Use: 39 A40SC

GEICO INDEMNITY COMPANY

April 10, 2015

JAMAR MARKEL BRONNER
30 OLD COUNTRY DR
BEAUFORT SC 29906

Dear Jamar M Bronner,

Welcome to GEICO! Thank you for trusting us to provide the quality service you and your family deserve. We're here for you 24/7, 365 days a year.

This packet contains several important documents that pertain to your policy. The documents are in the following order:

Identification (ID) Cards (Pages 3 - 4) - Please review and retain your Identification (ID) Cards. On the back is the phone number for Customer Service and Claims.

Billing Statement (Pages 5 - 6) - Please review your payment schedule and learn about money saving opportunities through our automatic payment options.

Declarations Page (Pages 7 - 8) - Here you will find your coverages, drivers, vehicles, discounts and other policy information. Please retain for your records.

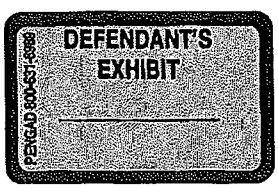
Coverage Option Forms (Pages 9 - 11) - Please read any enclosed state information and option forms for further instructions.

Coverage Description (Page 13) - This page provides explanation of insurance terms.

Additional Insurance Documents (Pages 15 - 44) - Includes additional policy documents.

We value you as our policyholder and look forward to serving your insurance needs for many years to come. For additional insurance services, please review the "Insuring what's important to you" section. If you have any questions, please contact GEICO at **geico.com** or **1-800-841-3000.** We'll be happy to help you!
Sincerely,

O. M. Nicely
Chairman



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COVER_LTR

(over, please)

Insuring what's important to you

We're proud to offer customers like you great motorcycle insurance, so why not give us a go for your auto policy? Get a free quote at geico.com today. With great service and great rates, what's not to love? Plus, an auto policy may qualify you for our multi-policy discount.

Sure GEICO insures motorcycles...but did you know we can help you insure your home? It's true! Whether you rent or own, the GEICO Insurance Agency has something for you, so get a free quote today on geico.com.

Own a boat? If so, we hope you know we can help with personal watercraft coverage for folks that love time on the water. Get a quote on geico.com and set sail for some savings.

Expand your horizons with an RV insurance quote. Our coverage fits your needs whether you're a weekender or a year-round traveler. Visit geico.com/getaquote/rv for a free RV quote today.

Putting you in control and saving you time

With our paperless bill, paperless policy and automatic billing options like electronic funds transfer (EFT) or recurring card payments (RCP), you can help save a tree or two while having 24/7 access to your account and peace of mind knowing your policy is paid for.

Please visit **geico.com** or call **1-800-841-3000** to get a quote, make a policy change or to file a claim.

Homeowners, Renters and Boat are written through non-affiliated insurance companies and are secured through the GEICO Insurance Agency, Inc. GEICO Motorcycle insurance is written by GEICO Indemnity Company.

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

GEICO South Carolina Insurance
geico.com Identification Card 1-800-841-3000

GEICO INDEMNITY COMPANY
One GEICO Boulevard • Fredericksburg, VA 22412-0003
The liability coverage provided by this policy meets the minimum financial responsibility requirements of South Carolina law.

Policy Number	Effective Date	Expiration Date
4390-46-24-08	04-10-15	04-10-16
Y Make	Model	Vehicle ID No.
2 HARLEY	FLHX ST GL	1HD1KB4109Y656080

Insured:
Jamar M Bronner

PLEASE KEEP THIS CARD IN YOUR VEHICLE AT ALL TIMES

GEICO South Carolina Insurance
geico.com Identification Card 1-800-841-3000

GEICO INDEMNITY COMPANY
One GEICO Boulevard • Fredericksburg, VA 22412-0003
The liability coverage provided by this policy meets the minimum financial responsibility requirements of South Carolina law.

Policy Number	Effective Date	Expiration Date
4390-46-24-08	04-10-15	04-10-16
Year Make	Model	Vehicle ID No.
2009 HARLEY	FLHX ST GL	1HD1KB4109Y656080

Insured:
Jamar M Bronner

PLEASE KEEP THIS CARD IN YOUR VEHICLE AT ALL TIMES

Important Information

Here are your Insurance Identification Cards. Two cards have been provided for each vehicle insured. Please destroy your old cards when the new cards become effective. A law enforcement officer may ask you to prove that you have liability insurance meeting the basic requirements of South Carolina law. The Insurance Identification cards provide this proof.

Due to space limitations on the ID Card, only the Named Insured and the Co-Insured are listed. For a full list of Drivers covered under this policy, please reference the Driver's Section on your Declarations Page (Page 7).

Please notify us promptly of any change in your address to be sure you receive all important policy documents.

If you would like additional ID Cards, you can log into your policy online at **geico.com** or call us at **1-800-841-3000.**

JAMAR MARKEL BRONNER
30 OLD COUNTRY DR
BEAUFORT SC 29906

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP0700241

VOID VOID VOID VOID

*20052C43904624**39CG3008700*

What to do at the time of an accident.

- Do not admit fault.
- Do not reveal the limits of your liability coverage to anyone.
- Exchange contact information; get year, make, model, plate number, insurance carrier and policy number of all involved. Also, identify witnesses and collect contact information.
- Contact the police or 911 if applicable.
- Contact GEICO by calling 1-800-841-3000 or visit geico.com to report the accident.

U-4-SC (01-15)

What to do at the time of an accident.

- Do not admit fault.
- Do not reveal the limits of your liability coverage to anyone.
- Exchange contact information; get year, make, model, plate number, insurance carrier and policy number of all involved. Also, identify witnesses and collect contact information.
- Contact the police or 911 if applicable.
- Contact GEICO by calling 1-800-841-3000 or visit geico.com to report the accident.

U-4-SC (01-15)

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ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

GEICO

RECURRING CARD PAYMENT NOTIFICATION

GEICO Indemnity Company

"20052C439046240839CG3008701"

Policy Number & Period

Cycle

Policy #4390-46-24-08

Apr-10-15 *to* *Apr-10-16*

Payment Activity

Activity Date & Description		Amount
Apr-09-Payment Received - Thank You	$	-197.37
Apr-09-New Policy Issued	$	1,093.00
Apr-09-Premium Installment Charge	$	5.00
CURRENT BALANCE AS OF Apr-10-15	$	900.63

Automatic Charges To Your Card Account

Due		Amount
May-10-15	$	117.58
Jun-10-15	$	117.58
Jul-10-15	$	117.58
Aug-10-15	$	117.58
Sep-10-15	$	117.58
Oct-10-15	$	117.58
Nov-10-15	$	117.58
Dec-10-15	$	117.57

Each installment includes a $5.00 premium installment charge.

Your enrollment in Recurring Card Payments (RCP) means your payments will be automatically charged to your debit/credit card. Reminder notices are emailed 11 days prior to extraction; however you will not receive reminders in the mail.

For billing questions, call 1-800-932-8872.

MESSAGES:

-A service fee of $10.00 to $20.00, depending on your state, will be assessed if your payment is not honored by your bank.

JAMAR MARKEL BRONNER
30 OLD COUNTRY DR
BEAUFORT SC 29906

U-31-DPB (RCC1) (06-13)

Payment Plans A premium installment charge will be included in the bill for each installment, excluding the One Payment Plan.	
One Payment	100% due on the policy effective date
Four Payment	25% due on the policy effective date 25% due two, four and six months after the policy effective date
Six Payment	25% due on the policy effective date 15% due two, four, six, eight and ten months after the policy effective date
Nine Payment	17.6% due on the policy effective date 10.3% due one, two, three, four, five, six, seven and eight months after the policy effective date

****

Payment Options	
Automatic Payments	Pay your bills automatically. (1) Enroll in Electronic Funds Transfer (EFT) by enclosing your check and signing the Authorization Agreement on your bill stub. You may also enroll in EFT by visiting geico.com or calling us at 1-800-932-8872; or (2) Enroll in recurring card payment by visiting us at geico.com or calling us at 1-800-932-8872.
Internet	Pay your bill online by visiting our website at geico.com.
Phone Pay	Make payments using your checking account or debit or credit card. Call 1-800-932-8872.
Mail	Use the enclosed envelope to mail your payment.

Payment Address: GEICO Remittance Center
One GEICO Plaza
Bethesda, MD 20810-0001

Policy Number: 4390-46-24-08

EXCPP10 (11-07)

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

ELECTRONICALLY FILED - 2018 Feb 27 11:20 AM - BEAUFORT - COMMON PLEAS - CASE#2017CP070241

GEICO
geico.com

Tel: 1-800-841-3000

GEICO INDEMNITY COMPANY
One GEICO Boulevard
Fredericksburg, VA 22412-0003

Declarations Page

This is a description of your coverage.
Please retain for your records.

Date Issued: April 10, 2015

Policy Number: 4390-46-24-08
Coverage Period:
04-10-15 through 04-10-16
Your coverage begins and ends at 12:01am local time at the address of the named insured.

JAMAR MARKEL BRONNER
30 OLD COUNTRY DR
BEAUFORT SC 29906

Email Address: BRONNER39@GMAIL.COM

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

Named Insured	Additional Drivers
Jamar M Bronner	None

Vehicle	VIN	Vehicle Location	Finance Company/ Lienholder
1 2009 Harley FLHX St Gl	1HD1KB4109Y656080	Beaufort SC 29906	Eaglemark Savings Bank

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	$25,000/$50,000	$153.00
Property Damage Liability	$25,000	$56.00
Uninsured Motorists Bodily Injury Each Person/Each Occurrence	$25,000/$50,000	$275.00
Property Damage	$25,000	$130.00
Underinsured Motorist Bodily Injury Each Person/Each Occurrence	Insured-Rejects	-
Property Damage	Insured-Rejects	-
Comprehensive	$500 Ded	$163.00

Coverages*	Limits and/or Deductibles	Vehicle 1
Collision	$500 Ded	$306.00
Towing & Labor Costs		$10.00
Total Twelve Month Premium		**$1,093.00**

*Coverage applies where a premium or $0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts

The total value of your discounts is	**$123.00**
Msf Course (All Vehicles)	$123.00

Contract Type: FAMILY
Contract Amendments: ALL VEHICLES - A40SC(12-98) CRA743(03-14)

Unit Endorsements: CRA663C (01-06)(VEH 1); UE316Y (07-11)(VEH 1); CRA750 (08-06) (VEH 1)

Important Policy Information

-The following fees are applicable to South Carolina policies and failure to pay any fee when due could result in us commencing collection proceedings against you: Installment Fees-$5.00, Electronic Fund Transfer Fee-$1.00, Returned Check Fee-$20.00 and Certificate of Financial Security/SR22 Filing Fee-$25.00.

-Insurance premiums are based on many factors, which include conviction and accident records, years of driving/operating experience, vehicle usage, and many others. You are not currently receiving the lowest rate available. One important reason for this is accidents and/or convictions on record.

-Please complete, sign and return the Option Forms enclosed within 10 days. Failure to do so may result in a change to your premium.

-Confirmation of coverage has been sent to your lienholder and/or additional insured.

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IMPORTANT PLEASE READ CAREFULLY

IF YOU ARE A NEW POLICYHOLDER OR HAVE JUST MOVED TO SOUTH CAROLINA, AND DO NOT COMPLETE, SIGN AND RETURN THIS FORM, your policy will be issued to include Uninsured Motorist and Underinsured Motorist limits equal to your Bodily Injury and Property Damage liability limits. This may result in a change to your premium.

IF YOU ARE A CURRENT POLICYHOLDER, you must complete, sign and return this form only if you want to make changes to your policy.

UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE

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

You also have the right to buy Additional Uninsured Motorist Coverage, in various limits, up to the limits of the liability coverage you have purchased. The limits of Additional Uninsured Motorist Coverage are shown on this form, together with the additional premium ranges for those increased limits. You may not purchase Uninsured Motorist Coverage with limits in excess of your liability limits.

Uninsured Motorist Coverage pays up to the first limit for one person and, subject to the first limit for any one person, up to the second limit for all persons injured or killed in one accident.

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

Your motor vehicle insurance policy will include Underinsured Motorist Coverage equal to your Bodily Injury and Property Damage liability limits unless you complete, sign and return this form indicating that you have made a change to your Underinsured Motorist Coverage. The limits of Optional Underinsured Motorist Coverage are shown on this form, together with the additional premium ranges for those limits. You may not purchase Underinsured Motorist Coverage with limits in excess of your liability limits.

The extent to which you can collect under this coverage is the difference between the amount of your damages and the at-fault party's liability coverage limits, up to the limits you select. If none of your insured vehicles is involved in the accident, Underinsured Motorist Coverage is available to you up to the limits of Underinsured Motorist Coverage on any one of your insured vehicles.

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The premium range for the available Uninsured Motorist Coverage and Underinsured Motorist Coverage limits is shown below. Please call us at 1-800-841-3000 if you would like to determine your exact premium.

The premium ranges are per vehicle and may vary based upon the type of vehicle, operator(s), discounts, fees, territory and/or surcharges applied.

It is important that you understand that, if you reject Additional Uninsured Motorist Coverage and/or Optional Underinsured Motorist Coverage on this form and if you are involved in a motor vehicle accident, then this form may be used by us as evidence against you if we deny your claim for either of these coverages.

OFFER OF UNINSURED MOTORIST COVERAGE

COVERAGE LIMITS AND RATES

Mandatory Limit:

$25,000/$50,000/$25,000 = $19.00 to $638.00

Offer of Additional Uninsured Motorist Coverage:

☐ $50,000/$100,000/$25,000 = $20.00 to $706.00

☐ $100,000/$300,000/$50,000 = $25.00 to $868.00

☐ I wish to reject the offer of **Additional** Uninsured Motorist Coverage.

In order to validate your rejection of our offer of **Additional** Uninsured Motorist Coverage, you must also sign and date below.

_____

Signature/date

OFFER OF UNDERINSURED MOTORIST COVERAGE

COVERAGE LIMITS AND RATES

Offer of Optional Underinsured Motorist Coverage:

☐ $25,000/$50,000/$25,000 $23.00 to $780.00

☐ $50,000/$100,000/$25,000 $27.00 to $878.00

☐ $100,000/$300,000/$50,000 $32.00 to $1,073.00

☐ I wish to reject the offer of **Optional** Underinsured Motorist Coverage:

In order to validate your rejection of our offer of Optional Underinsured Motorist Coverage, you must also sign and date below.

_____

Signature/date

IMPORTANT NOTICE

If you do not complete this form and return it to us within 30 days, we are required by law to add Additional Uninsured Motorist Coverage and Optional Underinsured Motorist Coverage, in the same limits as your liability insurance, to your policy. You will be required to pay the additional premium for each of these coverages and your policy may be canceled for non-payment of that additional premium.

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INSURED'S/APPLICANT'S ACKNOWLEDGMENT

By your signature, you acknowledge that you have read, or have had read to you, the above explanations and offers.

In the future, if you wish to increase or to decrease the limits of Additional Uninsured Motorist Coverage or Optional Underinsured Motorist Coverage, you must contact GEICO at either the web site or telephone number below. You will not be presented with another copy of this form when you extend, change, supersede, or replace your motor vehicle liability insurance policy.

Signature Print Name Date

We will answer any questions pertaining to these coverages. Please visit us at geico.com or call us toll free at 1-800-841-3000. You may return this form to us at:

GEICO Indemnity Company
One GEICO Center
Macon, GA 31295-0001

For any further questions you may contact the South Carolina Department of Insurance via either e-mail at consumers@doi.sc.gov; phone at (803) 737-6180 or 1-800-768-3467; or mail to Consumers Services Division, P.O. Box 100105, Columbia, SC 29202-3105

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GEICO INDEMNITY COMPANY

COVERAGE DESCRIPTIONS

The following outline of coverage is for information purposes only. These descriptions are subject to terms and conditions of the policy.

* BODILY INJURY LIABILITY Not Available Without Property Damage Liability	Pays when you are legally liable for injury or death caused by your motorcycle. Legal fees, bail bonds and court costs are also covered. Provides essential protection against loss of home, savings and income if you become involved in a serious accident. Pays up to the first limit for one person and, subject to the first limit for any one person, up to the second limit for all persons injured or killed in one accident.
* PROPERTY DAMAGE LIABILITY Not Available Without Bodily Injury Liability	Pays when you are legally liable for damage to the property of others caused by your motorcycle. Pays for property damage up to the limit selected, plus the cost of any legal expenses.
* MEDICAL PAYMENTS Not Available Without Bodily Injury & Property Damage Liability	Pays medical, dental, hospital and funeral arrangements for you, household relatives and guest passengers injured in a motorcycle accident. Also protects you and household relatives in other vehicles or if struck as pedestrians.
* UNINSURED & UNDERINSURED MOTORIST BODILY INJURY Not Available Without Bodily Injury & Property Damage Liability	Pays damages that you, household relatives and passengers on the insured motorcycle are legally entitled to recover because of bodily injury or death caused by uninsured, underinsured or hit-and-run motorists. Pays up to the first limit for one person and, subject to the first limit for any one person, up to the second limit for all persons injured or killed in one accident. You may select limits up to your Bodily Injury Liability coverage, or you may reject the coverage altogether.
* UNINSURED & UNDERINSURED MOTORIST PROPERTY DAMAGE Not Available Without Bodily Injury & Property Damage Liability	Pays for loss to the insured motorcycle caused by uninsured, underinsured, or hit-and-run motorists. (Subject to a $200 deductible.) Does not include loss of use.
COMPREHENSIVE Not Available Without Collision or Bodily Injury & Property Damage Liability	Pays for loss or damage to your motorcycle caused by fire, theft, vandalism, hail, windstorm, riot, falling objects, flood, etc. If selected, the deductible applies to all damage except by fire.
COLLISION	Pays for loss or damage to your motorcycle caused by collision with another object or by upset. Payments are made on an actual cash value basis for the amount of each loss above the deductible selected.
TOWING Not Available Without Other Coverages	Pays up to $75 when your motorcycle will not operate. It covers labor costs at place of disablement or transportation costs to repair facility.

* You must select the same limits of coverage on all vehicles.

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IMPORTANT NOTICES

IN ADDITION TO THE INSURANCE COVERAGE REQUIRED BY LAW TO PROTECT YOU AGAINST A LOSS CAUSED BY AN UNINSURED MOTORIST, IF YOU HAVE PURCHASED LIABILITY INSURANCE COVERAGE THAT IS HIGHER THAN THAT REQUIRED BY LAW TO PROTECT YOU AGAINST LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF THE MOTOR VEHICLES COVERED BY THIS POLICY, AND YOU HAVE NOT ALREADY PURCHASED UNINSURED MOTORIST INSURANCE COVERAGE EQUAL TO YOUR LIABILITY INSURANCE COVERAGE:

(1) YOUR UNINSURED AND UNDERINSURED MOTORIST INSURANCE COVERAGE HAS INCREASED TO THE LIMITS OF YOUR LIABILITY COVERAGE AND THIS INCREASE WILL COST YOU AN EXTRA PREMIUM CHARGE; AND

(2) YOUR TOTAL PREMIUM CHARGE FOR YOUR MOTOR VEHICLE INSURANCE COVERAGE WILL INCREASE IF YOU DO NOT NOTIFY YOUR AGENT OR INSURER OF YOUR DESIRE TO REDUCE COVERAGE WITHIN TWENTY (20) DAYS OF THE MAILING OF THE POLICY OR THE PREMIUM NOTICE, AS THE CASE MAY BE;

(3) IF THIS IS A NEW POLICY AND YOU HAVE ALREADY SIGNED A WRITTEN REJECTION OF SUCH HIGHER LIMITS IN CONNECTION WITH IT, PARAGRAPHS (1) AND (2) OF THIS NOTICE DO NOT APPLY.

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

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GEICO Indemnity Company

$ $ $ You Can Reduce Your GEICO Motorcycle Rates $ $ $

To qualify, simply complete a Motorcycle Safety Foundation rider course, or Military Safety Course offered at a military installation and approved by the Commanding Officer, and send us a copy of your certificate.

Whether you're a beginning or experienced rider, the MSF offers a course for you. Sign up today! To find out the location of the MSF course nearest you, call toll free:

1-800-446-9227

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GEICO INDEMNITY COMPANY

Service and Installment Fees

The following Service and or Payment installment fees are applicable to South Carolina policies:

Installment Fees:	$5.00 ($3.00 for GEICO umbrella policies)
Electronic Fund Transfer Fee:	$1.00 (in lieu of installment fee)
Returned Check Fee:	$20.00
Certificate of Financial Security/SR22 Filing Fee:	$25.00

Failure to pay any of the above applicable service fees could result in us commencing collection proceedings against you.

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GEICO INDEMNITY COMPANY

ENDORSEMENT

LOSS PAYABLE CLAUSE

The Policy Number and Effective Date need be completed only when this endorsement is issued subsequent to preparation of the policy.

Policy Number: 4390-46-24-08

Effective Date: 04-10-15

Any covered loss under the Physical Damage Coverages of the policy will be paid jointly to the insured and the Lienholder in the Declarations. *We* may settle a claim at *our* option by separate payment to the insured and the Lienholder. The Lienholder's interest will not be protected:

1. When fraud, misrepresentation, material omission, or intentional damage has knowingly been committed by or at the direction of any insured; or

2. In any case of conversion, embezzlement, secretion, or intentional damage to the vehicle(s) by or at the direction of any insured, or any owner of the vehicle(s); or

3. For any loss or damage caused by, or reasonably expected to result from, a criminal act or omission of any insured or any owner of the vehicle(s). This applies regardless of whether any insured, or any owner of the vehicles(s) is actually charged with, or convicted of a crime. For the purpose of this clause, criminal acts or omissions do not include traffic violations.

The Lienholder has no greater rights under the provisions of the policy than any insured.

The Lienholder must notify *us* if they become aware of any increased hazard or change of ownership of the vehicle(s) or they will lose all rights under this policy.

If any insured fails to file with *us* a Proof of Loss within 91 days after the loss, the Lienholder must do so within the following 60 days.

Whenever *we* pay the Lienholder, *we* shall be subrogated to the Lienholder's rights of recovery to the extent of *our* payment to the Lienholder. If the policy is in effect as to the Lienholder but has been canceled as to any insured, the Lienholder must assign the loan to *us* to the extent of *our* payment, if *we* ask.

We will notify the Lienholder at least 10 days and not less than the notice period required by law before *we* cancel their interest in the policy.

This endorsement forms a part of *your* policy. It is effective at 12:01 A.M. local time at *your* address on the effective date shown above.

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GEICO

geico.com

FEDERAL FAIR CREDIT REPORTING ACT DISCLOSURE NOTICE

04-10-15

JAMAR MARKEL BRONNER
30 OLD COUNTRY DR
BEAUFORT SC 29906

4390-46-24-08

Thank you for purchasing a policy from GEICO.
The price we are quoting is based in part on information provided to us by the consumer reporting agency listed below.

We are sending you this notice as required by the Fair Credit Reporting Act, because you received a higher price based on the claims loss history or driving record report.

The consumer reporting agency listed below provided the following report(s) on which we based our decision.

Driving Record

Please note that the consumer reporting agency did not participate in our adverse decision. They are unable to provide you with specific reasons for our decision.

You have the right to obtain a free copy of the consumer report(s) from the consumer reporting agency whose address is listed below, if your request is made within 60 days of receiving this notice. You also have the right to dispute the accuracy or completeness of any information in the report(s) by contacting the consumer reporting agency at the address below. If we receive notice that inaccurate or missing information in your consumer report has been corrected, we will re-rate your policy.

For a free copy of the report(s) contact
Driving Record

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

(continued on the reverse side)

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To dispute the accuracy or completeness of the report(s) contact
Driving Record

Division Records Mail-In Unit
PO Box 1498
Blythewood, SC 29016-1498
(803) 896-5000

GEICO Casualty Company
GEICO General Insurance Company

Government Employees Insurance Company
GEICO Indemnity Company

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Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Company
GEICO Casualty Company
GEICO Insurance Agency, Inc.

GEICO

PRIVACY NOTICE

GEICO Respects Your Privacy

Protecting your privacy is very important to us. Policyholders like you have trusted us with their insurance needs since 1936, and we take our obligation to safeguard and secure your personal information very seriously. We want you to understand how we protect your privacy and when we collect and use your information.

The Information We Collect

Non-public personally identifiable information ("Information") is information that identifies you and is not available to the general public. The following sections tell you more about how and when we collect your information.

Information We Obtain From You

During the quoting, application, or claims handling processes you may give us Information such as your:

- name
- address
- phone number
- email address
- Social Security number
- driver's license number
- date of birth

If you gave us your email address, GEICO may use it from time to time to notify you of such things as new services, special offers, or to confirm transactions. You can log in to your account at geico.com, click on "Update Email Preferences" on the right side of the screen and choose the level of communication you'd like to receive from us. If you have not yet enrolled online, you will need to enroll with geico.com to update your email preferences.

Information About Your Transactions

We may collect information about your transactions and experiences with us and others, such as your payment history, claims, coverage, and vehicles changes.

Information From Third Parties

We may receive information about you from consumer reporting agencies, which provide us with motor vehicle reports, claim reports, and/or credit information where permitted by law. When you ask for a rate quotation, we may obtain credit information if permitted by applicable state law.

Our sales and service representatives do not have access to the details of your credit information. Other companies who view your credit report will not see the GEICO inquiry. It will be visible only to you. Our inquiry will not affect your credit score or credit rating. If you commit to purchase a policy with GEICO, we will also confirm your motor vehicle record and claims history.

As permitted by law, we may also review your motor vehicle record and credit information in connection with any renewal.

The Information We Disclose

Information about our customers or former customers will only be disclosed as permitted or required by law. Information about you that has been collected is maintained in your policy and/or claims records.

We use this information to process and service your policy; to settle claims; with your consent; or as directed by you. We may also disclose it to persons or organizations as necessary to perform transactions you request or authorize. Information about our former customers and about individuals who have obtained quotes from us is safeguarded to the same extent as Information about our current policyholders.

Following are some examples of how we may disclose Information:

We must exchange Information about you with our agents, investigators, appraisers, attorneys, and other persons who are or will become involved in processing your application and servicing your policy or any claims you may make.

When you are involved in a claim, policy information is provided to adjusters and the businesses that will repair your vehicle.

We may share information with persons or organizations that we have determined need the Information to perform a business, professional, or insurance function for us. These include businesses that help us with administrative functions. If the law in your state permits, we may share Information with financial institutions with which we have a joint-marketing agreement. All of these entities are obligated to keep the Information that we provide to them confidential and to use the Information only for the purpose for which the Information was provided.

Information may be provided to organizations conducting actuarial research or audits. In this case, you will not be individually identified in any research report. The organization must agree not to redisclose the Information and the Information will be returned to us or destroyed when it is no longer needed.

We may also share your Information for other permitted purposes, including:

- with another insurance company if you are involved in an accident with their insured
- with our reinsurers
- with insurance-support organizations that detect and prevent fraud
- among the GEICO companies listed above in order to offer you additional products and services
- with medical professionals or institutions in order to verify coverage or conduct operations or services audits
- with state insurance departments or other governmental or law enforcement authorities if required by law or to protect our legal interests or in cases of suspected fraud or illegal activities
- if ordered by a subpoena, search warrant or other court order

Confidentiality and Security

We restrict access to your Information to employees who we have determined need it in order to provide products or services to you. We train our employees to safeguard customer information, and we require them to sign confidentiality and non-disclosure agreements. We maintain strict physical, electronic and procedural safeguards to protect your Information from unauthorized access by third parties.

Changes to This Privacy Policy

Each of our policyholders receives a copy of our privacy policy at least once per year. In addition, in the event that we make a significant change to our privacy practices, we will send a revised copy of our privacy policy to each of our current policyholders.

What to Do if You Have Privacy or Security Concerns

If you have a concern about privacy or security at GEICO, we want to hear about it by mail or email.

Please write to us at:

Privacy Administration
GEICO
One GEICO Plaza
Washington, DC 20076

or email us at privacypolicy@geico.com.

This Privacy Policy applies to all of the companies listed at the top of this notice.

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GEICO
ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

Your South Carolina GEICO Indemnity Cycle-Gard™ Motorcycle Policy

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DEFINITIONS

Throughout this policy, *you* and *your* refer to the named insured shown in the Declarations and spouse if a resident of the same household. *We*, *us* and *our* refer to GEICO Indemnity Company.

Other words and phrases are defined. They are italicized when used.

Your covered cycle means:

1. Any *motorcycle* shown in the Declarations; and
2. any *motorcycle you* purchase during the policy period which replaces any *motorcycle* shown on the Declarations; and
3. any additional *motorcycle you* acquire during the policy period if *we* insure, under this insurance, all *motorcycles you* own.
4. a trailer, designed specifically for use with a *motorcycle*, to be towed by a *motorcycle*, owned by *you*, and not being used for business or commercial purposes.

Your covered cycle does not include a three wheeled *motorcycle* unless, and until, it meets *our* underwriting criteria and an additional premium is paid. The *motorcycle* must be manufactured or reconstructed from a two wheeled *motorcycle* and powered by an engine originally designed for use only with a *motorcycle.*

A replacement or additional *motorcycle* is insured under this policy only if *you* notify *us* within 30 days of its acquisition.

Family member means a person related to *you* by blood, marriage or adoption who is a resident of *your* household, including a ward or foster child.

Occupying means on, upon, getting in, on, out or off.

Motorcycle, when used here, means any two wheeled motorcycle, motorbike, moped or motor scooter. This also includes a three wheeled *motorcycle* that qualifies under the definition of *your covered cycle*.

Passenger, when used in this policy, means any person, other than the driver, while that person is *occupying your covered cycle*.

Bodily injury means bodily injury to a person, including resulting sickness, disease or death.

The following definitions apply only to PART III, Physical Damage Coverages.

Actual cash value is the replacement cost of the *motorcycle* or property less *depreciation* or *betterment.*

Depreciation means a decrease or loss in value to the *motorcycle* or property because of use, disuse, physical wear and tear, outdatedness, or other causes.

Betterment is improvement of the *motorcycle* or property to a value greater than its pre-loss condition.

INSURING AGREEMENT

We, GEICO Indemnity Company, make this agreement with *you*, the policyholder. Relying on the information *you* have furnished and the Declarations attached to this policy, if *you* pay *your* premium when due, *we* will do the following:

PART I - Liability Coverages (Bodily Injury and Property Damage)

We will pay damages for *bodily injury* or property damage for which any *covered person* becomes legally responsible because of a *motorcycle* accident arising out of a *covered person's* ownership, maintenance or use of *your covered cycle*. *We* will settle or defend, as *we* consider appropriate, any claim or suit asking for these damages.

Your covered cycle, as used in this Part, in addition to that shown under Definitions, also means:

Any other *motorcycle* which is:

1. not owned by *you*,
2. not owned by a *family member*, and
3. not furnished for *your* or a *family member's* regular use, but only during the time it is actually being driven or operated by *you* with the permission of the owner and within the scope of that permission. This coverage (Drive Other Cycle) applies to liability coverages only and is excess insurance over any other valid insurance.

Covered person, as used in this Part means:

1. *You* and any *family member* while using *your covered cycle.*
2. Any other person while using *your covered cycle* with *your* permission, and provided such use is within the scope of *your* permission.
3. Any other person or organization indirectly responsible for the use of *your covered cycle* by a person covered in 1 or 2 above.

Supplementary Payments

In addition to *our* limit of liability, *we* will pay on behalf of a *covered person:*

1. All investigative and legal costs incurred by *us.*
2. All court costs charged to a *covered person* in a covered law suit.
3. Up to $100 for the cost of bail bonds required because of an accident resulting in *bodily injury* or property damage covered under this policy, including related traffic law violations; however, *we* do not have to apply for or furnish the bail bonds.
4. Premiums on appeal bonds and bonds to release attachments for an amount not in excess of the limit of liability as shown on the Declarations in any suit *we* defend.
5. Interest accruing after a judgment is entered in any suit *we* defend. *Our* duty to pay interest ends when *we* offer to pay that part of the judgment which does not exceed *our* limit of liability for this coverage.

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6. All reasonable expenses, other than lost earnings, incurred by *you* at *our* request, such as for attending trial or hearings.
7. Expenses incurred by any *covered person* for immediate medical treatment to others injured in an accident involving *your covered cycle*.

Exclusions

We do not provide Liability Coverage:

1. For any person who intentionally causes *bodily injury* or property damage.
2. For any person for damage to property owned or being transported by that person, or for damage to property rented to, used by, or in the care of that person.
3. For any *bodily injury* or property damage suffered by a *covered person*.
4. For any person for *bodily injury* to an employee of that person during the course of employment. This exclusion does not apply to *bodily injury* to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For any person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee.
6. For any person while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking of vehicles, including road testing and delivery.
7. For *bodily injury* sustained while *your covered cycle* is used by any person competing in:

   (a) any hill climbing exhibition;
   (b) any race;
   (c) any speed contest;
   (d) any marathon-type contest; or
   (e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

8. For any person using *your covered cycle* without *your* permission to do so, or outside the scope of *your* permission.
9. While *your covered cycle* is given to, or in the care of, any person for sale of the cycle.
10. For any liability *you* agree to incur or assume under any contract or agreement.
11. For any person for *bodily injury* or property damage for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Nuclear Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
12. For any person if the *motorcycle* has been abandoned by *you*.
13. For any person, including *you*, if protection is afforded such person under the provisions of the Federal Tort Claims Act.

We do not provide Liability Coverage, under Exclusions 1, 3, 4, 5 and 6, above, in excess of the minimum limits of liability required by South Carolina law.

Limits of Liability

Regardless of the number of *motorcycles* to which the policy applies:

1. The limit of bodily injury liability shown on the Declarations as applying to "each person" is the maximum *we* will pay for all injuries or damages sustained by one person as a result of one *motorcycle* occurrence. The limit of *our* liability shown as applying to "each occurrence" is, subject to the above provision respecting each person, the maximum *we* will pay for all damages arising out of *bodily injury* sustained by two or more persons as the result of any one *motorcycle* occurrence.
2. The limit of property damage liability shown on the Declarations is the maximum *we* will pay or all damages arising out of injury to or destruction of any property of one or more persons or organizations, including the loss of use of the property, as the result of any *motorcycle* occurrence.

Out of State Coverage

When this policy applies to the operation of a *motorcycle* outside of *your* state, *we* agree to increase *your* coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that *you* are protected by another *motorcycle* insurance policy. No person can be paid more than once for any item of loss.

Financial Responsibility Required

If *we* certify this policy as proof of financial responsibility for the future under any financial responsibility law, this policy shall comply with the provisions of the law to the extent of the coverage required, but in no event in excess of the limits of liability stated in this policy. *You* agree to reimburse *us* for any payment *we* make on *your* behalf that *we* would not have to otherwise make if it were not for this paragraph.

Other Insurance

If there is other applicable liability insurance, *we* will pay only *our* share. *Our* share is the proportion *our* limit of liability bears to the total of all applicable limits. However, any insurance *we* provide for a *motorcycle you* do not own shall be excess over any other collectible insurance.

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PART II - Motorcycle Medical Payments

We will pay reasonable expenses incurred for necessary ***medical services*** because of ***bodily injury*** caused by accident and sustained by a ***covered person***. *We* will pay only those expenses incurred within one year from the date of the accident up to the stated limit for each person, less the stated deductible amount.

Covered person, as used in this Part means:

You, any ***family member*** or any ***passenger*** while ***occupying your covered cycle***.

Medical services means medical, surgical and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and funeral expenses.

Exclusions

We do not provide Motorcycle Medical Payments coverage for any person:

1. For ***bodily injury*** sustained while ***occupying your covered cycle*** when it is being used to carry persons or property for a fee.
2. For ***bodily injury*** occurring during the course of employment if workers' or workmen's compensation benefits are required or available for the ***bodily injury***.
3. For ***bodily injury*** sustained while ***occupying*** or when struck by any vehicle, other than ***your covered cycle***, which is owned by *you* or furnished or available for *your* regular use.
4. For ***bodily injury*** sustained while ***occupying*** or when struck by any vehicle, other than ***your covered cycle***, which is owned by or furnished or available for the regular use of any ***family member***. However, this exclusion does not apply to *you*.
5. For ***bodily injury*** sustained while ***occupying your covered cycle*** without *your* permission or outside the scope of *your* permission.
6. For ***bodily injury*** sustained while ***occupying your covered cycle*** when it is being used in the business or occupation of a ***covered person***.
7. For ***bodily injury*** sustained while ***your covered cycle*** is used by any person competing in:
   (a) any hill climbing exhibition;
   (b) any race;
   (c) any speed contest;
   (d) any marathon-type contest; or
   (e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.
8. For ***bodily injury*** caused by discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
9. For ***bodily injury*** from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Limits of Liability

The limit of liability shown in the Declarations for this coverage is *our* maximum limit of liability for each person injured in any one accident. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Liability or Uninsured Motorists Coverage provided by this policy.

Other Insurance

If there is other applicable medical payments insurance, *we* will pay only *our* share. *Our* share is the total proportion that *our* limit of liability bears to the total of all applicable limits. Any insurance *we* provide shall be excess over any other collectible insurance providing payments for ***medical services***.

PART III - Physical Damage Coverages

Collision (Coverage for Collision Damage to *Your* Cycle)

We will pay for direct and accidental loss caused by ***collision*** to:

1. ***your covered cycle***; and
2. *your* Department of Transportation approved motorcycle helmet, when worn at time of loss;

less the applicable deductible shown on the Declarations. The deductible does not apply to helmets.

Collision means the upset or collision with another object of ***your covered cycle***.

Comprehensive (Coverage for Comprehensive Damage - Excluding *Collision* - to *Your* Cycle)

We will pay for direct and accidental loss to ***your covered cycle***, other than by loss caused by ***collision***, less the applicable deductible shown in the Declarations. Loss caused by breakage of glass, missiles, falling objects, fire, lightning, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, or contact with a bird or animal shall not be deemed to be loss caused by ***collision***.

Exclusions

We will not pay for:

1. Loss to ***your covered cycle*** which occurs while it is used to carry persons or property for a fee.
2. Damage due and confined to wear and tear, freezing, mechanical and electrical breakdown or failure, or road damage to tires. This exclusion does not apply if the damage results from the total theft of ***your covered cycle***.
3. Loss due to radioactive contamination.
4. Loss due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution, or any consequence of any of these.
5. Loss to any vehicle other than ***your covered cycle***.

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6. Loss to any:

1. tools;
2. wearing apparel; or
3. personal effects.

This exclusion does not apply to a covered Department of Transportation approved motorcycle helmet worn at the time of the collision.

7. For physical damage sustained while *your covered cycle* is used by any person competing in:

(a) any hill climbing exhibition;
(b) any race;
(c) any speed contest;
(d) any marathon-type contest; or
(e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

8. Loss due to confiscation by any duly constituted government or civil authority.

9. Loss while *your covered cycle* is used in any illicit trade or transportation.

10. Loss if *your covered cycle* has been abandoned.

11. Loss of or damage to any:

a) custom;
b) optional; or
c) added equipment;

not included as standard by the manufacturer of *your covered cycle* unless added by endorsement to this policy. This exclusion does not apply if the value of all nonstandard equipment is $500 or less.

12. Loss if *your covered cycle* is in the care, custody or control of anyone for the purpose of selling *your covered cycle*.

13. Loss due to conversion, embezzlement or secretion by any person in possession of *your covered cycle* under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance.

14. Any additional loss due to *your* failure to take reasonable steps to protect the *motorcycle* after an accident.

Limits of Liability

Our limit of liability for loss will be the lesser of:

1. the *actual cash value* of *your covered cycle* at the time of loss; or
2. the *actual cash value* of a part, if the loss is part of *your covered cycle*; or
3. the amount necessary to repair or replace the property at the time of loss less *depreciation/betterment*.

Our limit of liability under Collision Coverage for loss to *your* covered Department of Transportation approved motorcycle helmet shall not exceed a maximum of $400. This coverage applies only to the helmet and does not apply to communication equipment installed in the helmet.

Payment of Loss

We may pay for loss in money, or, at *our* option, either repair or replace the damaged or stolen property. *We* may, at *our* expense, return any stolen property to *you* at the address shown in this policy. If *we* return stolen property, *we* will pay for any damage resulting from the theft. *We* may keep all or part of the property at an agreed or appraised value, but *you* may not abandon *your covered cycle* to *us*.

We may settle any claim for loss either with *you* or the owner of the property. Payment of loss may not be required nor shall legal action lie against *us* unless, as a condition precedent, *you* will have fully complied with all the terms of this policy, nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

No Benefit To Bailee

This insurance shall not directly or indirectly benefit any carrier or other bailee.

Other Insurance

If other insurance also covers the loss, *we* will pay only *our* share. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits.

Appraisal

If *we* and *covered person* disagree as to the amount of loss, either of us may, within 60 days after proof of loss, demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select a third. Each shall state the cash value and submit the differences to the third appraiser. An award in writing of any two shall decide the amount of the loss. Each party will pay the expenses it incurs and bear the expenses of the third appraiser equally.

PART IV - Uninsured Motorists Coverage

We will pay damages which a *covered person* is legally entitled to recover from the owner or operator of an *uninsured motor vehicle* because of *bodily injury* and *property damage sustained* by a *covered person* and caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the *uninsured motor vehicle*.

Any judgment for damages arising out of a suit brought without *our* written consent is not binding on *us*.

The insurance afforded under this Part applies separately to each *covered person*, but the inclusion of more than one *covered person* shall not increase the limit of *our* liability.

Covered person, as used in this Part means:

1. *You*, any *family member* or any other person *occupying your covered cycle*.

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2. Any person who is entitled to recover damages because of *bodily injury* sustained by a person described in 1 above.
3. Any person who is entitled to recover damages under a wrongful death statute of any state because of the death of a *covered person* under 1 and 2 above.

Property damage means damage to or destruction of a *covered person's* property.

Uninsured motor vehicle means a motor vehicle or trailer of any type of which:
1. there is no applicable bodily injury liability and property damage liability insurance with limits complying with the financial responsibility requirements of the State of South Carolina; or
2. the insurance carrier successfully denied coverage; or
3. the insurance carrier is declared insolvent, or is in delinquency proceedings, suspension or receivership, or is proven unable fully to respond to a judgment; and
4. there is no bond or deposit of cash or securities in lieu of bodily injury and property damage liability insurance; or
5. the owner of the *motor vehicle* has not qualified as a self-insurer in accordance with the applicable provisions of law.

The term *uninsured motor vehicle* includes a *motor vehicle* which causes *bodily injury* or *property damage* to a *covered person* and the owner or operator of which is unknown provided that:

1. the *covered person* or someone in his behalf reports the accident to some appropriate policy authority within a reasonable time after its occurrence;
2. the injury or damage was caused by physical contact with the unknown vehicle, or the accident was witnessed by someone other than the owner or operator of the insured vehicle and that witness submits a signed affidavit attesting to the truth of the facts of the accident;
3. the *covered person* was not negligent in failing to determine the identity of the other vehicle and its driver at the time of the accident;
4. the *covered person* or someone for him files with us within 30 days or as soon as practical thereafter, a written statement that he has a cause of action for damages against an unidentified person; and
5. the *covered person* or someone for him makes available, at *our* request, the *motor vehicle occupied* by the *covered person*, at the time of the accident.

The term *uninsured motor vehicle* does not include a *motor vehicle* owned by the United States of America or any governmental unit or agency.

Motor vehicle means a self-propelled vehicle designed for use on a highway and includes trailers and semi-trailers designed for use with these vehicles. The term *motor vehicle* does not include traction engines, road rollers, farm tractors, tractor cranes, power shovels, well drillers or any vehicle propelled by electric power from overhead wires but not operated on rails.

Exclusions

1. *We* do not provide Uninsured Motorist coverage for *bodily injury* or *property damage* sustained by any person:

a. While *occupying*, or when struck by any motor vehicle or trailer of any type owned by *you* or any *family member* which is not insured for this coverage under this policy.
b. If any person or his legal representative settles his bodily injury claim with any person or organization alleged to be responsible for the injuries without *our* written consent.
c. While *occupying your covered cycle* when it is being used to carry persons or property for a fee.
d. For *bodily injury* sustained while *your covered cycle* is used by any person competing in:

(1) any hill climbing exhibition;
(2) any race;
(3) any speed contest;
(4) any marathon-type contest;
(5) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

e. Using *your covered cycle* without *your* permission to do so, or if permission was granted, if the use was outside the scope of *your* permission.

2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' or workmen's compensation, disability benefits or similar law or property insurer.
3. Under no circumstances shall this coverage apply to *you* or any other person unless claim is made to *us* in writing within one year from the date the accident occurred.
4. *We* do not cover the United States of America or any of its agencies as a *covered person*, a third party beneficiary or otherwise.
5. There is no coverage for *property damage* to the first $200 of the amount of damage to the property of each *covered person* as the result of any one accident.
6. There is no coverage for *property damage* if the *covered person* has been compensated by insurance or otherwise.

Limits of Liability

Regardless of the number of *covered cycles*, *covered persons*, claims made or *motor vehicles* involved in the accident, the most *we* will pay for damages resulting from any one accident is the limit on *your covered cycle* involved in the accident.

1. The limit of bodily injury liability for Uninsured Motorists Coverage stated in the declarations as applicable to "each person" is the limit of *our* liability for all damages, including those for care or loss of services, due to *bodily injury* sustained by one person as the result of any one accident.

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2. The limit of bodily injury liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of *our* liability for all such damages because of *bodily injury* sustained by two or more persons as the result of any one accident.
3. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more *covered persons* as the result of any one accident.
4. Any amount payable under this coverage shall be reduced by all sums:

(a) paid or payable under any Uninsured Motorists Coverage applicable on the vehicle involved in the accident;
(b) paid or payable by or for anyone who is legally responsible, including all sums paid under the policy's liability insurance.

5. If separate policies with us are in effect for *you* or any *family member*, they may not be combined to increase the limit of *our* liability for a loss.
6. Any amount paid under this insurance will reduce any amount a *covered person* may be paid under the policy's liability insurance.

Other Insurance

When a *covered person occupies* a *motor vehicle* not described in this policy, this insurance is excess over any other similar insurance available to the *covered person* for *bodily injury* and the insurance which applies to the *occupied* vehicle is primary.

If none of a *covered person's motor vehicles* is involved in the accident, coverage is available to the extent of coverage on any one *covered cycle*. Coverage on any other vehicles shall not be added to that coverage.

Except as provided above, if the *covered person* has other similar bodily injury insurance available to him and applicable to the accident, the damages for *bodily injury* will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the *covered person* has other insurance against a loss covered by the uninsured motorists provisions of this policy, *we* will not be liable for more than *our* pro-rata share of the total coverage available.

With respect to *property damage*, this insurance shall be excess over other valid and collectible insurance applicable to the damaged property.

We will not be liable for a greater proportion of any loss under this coverage than its limit of liability bears to the sum of the applicable limits of liability and this and all such other insurance.

Trust Agreement

If *we* pay any *covered person* for a loss under this coverage:

1. *We* are entitled to recover from the *covered person* an amount equal to such payment from the proceeds of any settlement or judgment made on his behalf against the person or organization legally responsible for the *bodily injury* or *property damage*.
2. The person to or for whom *we* make payment must hold in trust for *us* all rights to recover money which he may have against the person or organization legally responsible for the *bodily injury* or *property damage*.
3. The *covered person* must do everything proper to secure *our* rights and do nothing to prejudice these rights.
4. If *we* ask in writing, the *covered person* will take necessary or appropriate action, through a representative designated by *us*, to recover payment as damages from the responsible person or organization; if there is a recovery, then *we* shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this.
5. The *covered person* must execute and deliver to *us* any legal instruments or papers necessary to secure his and *our* rights and obligations.

PART V - Duties After an Accident or Loss

We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. Written notice must be sent to *us* as soon as practicable after the loss occurs. A person seeking any coverage must:

1. Cooperate with *us* in the investigation, settlement or defense of any claim or suit.
2. Promptly send *us* copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, at *our* expense and as often as *we* reasonably require, to physical examination by physicians *we* select. (Parts II and IV only)
4. Authorize *us* to obtain medical reports and other pertinent records. (Parts II and IV only).
5. Notify the police within 24 hours if *your covered cycle* is stolen.
6. Permit *us* to inspect and appraise the damaged property and submit to examination under oath.

PART VI - General Conditions (Applying to All Parts Unless Noted)

1. POLICY PERIOD AND TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period shown in the Declarations which take place within the United States of America, its territories or possessions, or Canada and, with respect to physical damage coverages only, while *your covered cycle* is being transported between ports thereof.

2. LEGAL ACTION AGAINST OTHERS (Part IV)

If a *covered person* or his lawyer files suit before *we* make a settlement under Part IV, he must immediately provide *us* with a copy of the pleadings.

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3. TWO OR MORE *MOTORCYCLES* INSURED

When two or more *motorcycle* s are insured under this policy, the terms of this policy shall apply separately to each, but the inclusion of more than one *motorcycle* shall not increase *our* limit of liability.

4. A *COVERED PERSON'S* ASSISTANCE AND COOPERATION (Parts I, III, and IV)

A *covered person* shall cooperate with *us* and, at *our* request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The *covered person* shall not, except at his own cost, voluntarily make any payments, assume any obligations or incur any expense at any time other than for such immediate medical treatment of others as shall be imperative at the time of the accident.

After *we* are notified of a claim as specified in PART IV, *we* may require the *covered person* to take action that may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the *bodily injury*.

5. LEGAL ACTION AGAINST *US*

No legal action will lie against *us* until there has been full compliance with all the terms of this policy. In addition, under the Liability coverage, no legal action will lie against *us* until *we* agree in writing that the *covered person* has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring *us* into any action to determine the liability of a *covered person*.

6. ASSIGNMENT

Your rights and duties under this policy may not be assigned without *our* written consent.

If *you* die, this policy will cover *your* surviving spouse; if covered under the policy prior to *your* death, and until the expiration of the policy term:

(a) the executor or administrator of *your* estate, but only while using *your covered cycle* and only while acting within the scope of his duties;
(b) any person having proper custody of and using *your covered cycle*, as a *covered person*, until the appointment and qualification of the executor or administrator of *your* estate.

7. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement or amendment issued to form a part of this policy.

8. *OUR* RIGHT TO RECOVER PAYMENT (PARTS II, III, and IV)

A. If *we* make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, *we* shall be subrogated to that right. That person shall do whatever is necessary to enable *us* to exercise *our* rights and shall do nothing after loss to prejudice them.

B. If *we* make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for *us* the proceeds of the recovery and shall reimburse *us* to the extent of *our* payment.

9. CANCELLATION

This policy may be cancelled by *you* by surrendering to *us* or any of *our* authorized agents or by mailing to *us* written notice stating when the cancellation shall be effective. This policy may be cancelled by *us* by mailing to *you* at the address shown in this policy written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of the notice shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of written notice either by *you* or by *us* shall be equivalent to mailing.

If this policy is cancelled, *you* may be entitled to a premium refund. The premium refund, if any, will be computed according to *our* manuals. Payment or tender of unearned premium is not a condition of cancellation.

After this policy has been in effect for 90 days or, if the policy is a renewal policy, *we* will not cancel except for any of the following reasons:

(a) *You* do not pay the initial premium on other than a renewal policy or any additional premium for this policy or fail to pay any premium installment when due to *us*;
(b) *You* or any other operator who either resides in *your* household or customarily operates a motor vehicle insured under this policy has had his driver's license suspended or revoked during the policy period or, if it is a renewal policy, during its policy period or the 90 days preceding the last anniversary of the effective date;
(c) *You* become a non-resident of South Carolina and register *your* South Carolina motor vehicle in another state.

10. RENEWAL

We will not refuse to renew this policy unless written notice of *our* refusal to renew is mailed to *you*, at the address shown in this policy, at least 15 days prior to the expiration date. The mailing or delivery of this by *us* will be sufficient proof of notice.

This policy will expire without notice if any of the following conditions exist:

(a) *You* do not pay any premium as *we* require to renew this policy.
(b) *You* have informed *us* or *our* agent that *you* wish the policy to be cancelled or not renewed.

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(c) *You* do not accept *our* offer to renew or *you* refuse to provide *us* with renewal classification and rating information as *we* may require.

11. BANKRUPTCY

Bankruptcy or insolvency of the *covered person* shall not relieve *us* of any obligations under this policy.

12. DECLARATIONS

By accepting this policy, *you* agree that:

a. the statements in *your* application and in the Declarations are *your* agreements and representations;
b. this policy is issued in reliance upon the truth of these representations; and
c. this policy, along with the application and Declarations, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

13. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

a) at the time of application; or
b) at any time during the policy period; or
c) in connection with the presentation or settlement of a claim.

14. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

15. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are amended to conform to such statutes.

W. C. E. Robinson
Secretary

O. M. Nicely
President

GEICO INDEMNITY COMPANY

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GEICO

GEICO Indemnity Company

Policy Number: 4390-46-24-08

Motorcycle Policy Amendment
Towing Coverage

Your policy is amended as follows:

If *you* pay a premium for this coverage when due, *we* agree with *you* that Towing Coverage is provided under *your* Motorcycle Policy subject to the following:

1. Mechanical labor up to one hour at the place of breakdown;
2. If your *covered cycle* will not run, towing to the nearest repair facility, not to exceed 75 miles, where the necessary repairs can be made;
3. Towing if *your covered cycle* is disabled on or within 10 feet of a public highway.

There will be a limit of one reimbursement per disablement.

We offer two methods of securing service when Towing Coverage is purchased:

The first method, "sign and drive", features a toll-free number in which the *covered person* calls a service representative who will dispatch a service vendor. Upon verification of Towing coverage, reasonable and necessary charges for up to the policy limit will be automatically billed to *us* by the service vendor. The *covered person* need only sign a receipt at the time of service which authorizes *us* to directly pay the service vendor. Any additional over mileage or other fees not specifically addressed above will be at the *covered person's* expense.

The second method occurs when the *covered person* does not use the "sign and drive" feature described above and hires services without prior approval from the Towing Coverage Department. Upon verification of Towing coverage, reasonable and necessary charges for up to a limit of $75 will apply. Requests for reimbursement must be accompanied by an itemized receipt and must be submitted within 60 days of service.

We affirm this amendment.

W. C. E. Robinson
Secretary

O. M. Nicely
President

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GEICO

GEICO Indemnity Company

Policy Number: 4390-46-24-08

Motorcycle Policy Amendment (South Carolina)

Your policy provisions are amended as follows:

DEFINITIONS

Item 4. and the paragraph following 4. in the definition of *your covered cycle* is replaced as follows:

4. a trailer owned by ***you,*** designed specifically to be towed by a ***motorcycle,*** and not being used for business or commercial purposes.

Your covered cycle does not include a three wheeled ***motorcycle*** unless, and until, it meets *our* underwriting criteria and an additional premium is paid. A covered three wheeled ***motorcycle*** must be manufactured or reconstructed from a two wheeled ***motorcycle*** and powered by an engine originally designed for use only with a ***motorcycle.***

The following definitions are added:

Electric personal assistive mobility device means a three wheel or less non-tandem wheeled device that is self-balancing and propelled by an electric propulsion system designed for transporting one person.

Loaner motor vehicle means any motor vehicle which is provided by a duly licensed dealer for temporary use for demonstration purposes or as a replacement while *your covered cycle* is out of use because of its:

1. breakdown;
2. service; or
3. repair.

The following definitions under Part III are replaced as follows:

Actual cash value means the replacement cost of *your covered cycle* or property less ***depreciation*** and/or ***betterment.***

Betterment is improvement of *your covered cycle* or property to a value greater than its pre-loss condition.

Depreciation means a decrease or loss in value to *your covered cycle* or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.

The following definition is added to Part III only:

Custom parts or equipment means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

(a) are permanently installed or attached; or
(b) alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in *your covered cycle,* using bolts or brackets, including slide-out brackets.

PART I

Liability Coverages (Coverage A: *Bodily Injury*; Coverage B: Property Damage)

Your covered cycle 3. is revised to read as follows

3. not furnished for *your* or a ***family member's*** regular use but only during the time it is actually being driven or operated by *you.* This coverage applies to liability coverages only and is excess insurance over any other valid insurance. However, if the ***motorcycle*** is a ***loaner motor vehicle,*** this coverage shall be primary.

Exclusions

The following exclusion is revised:

7. For ***bodily injury*** or property damage losses sustained while *your covered cycle* is used in, or in preparation or practice for:
   (a) any hill climbing exhibition or any other contest or demonstration;
   (b) any race, speed contest, spontaneous racing or stunting activity of any nature;
   (c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
   (d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

The following exclusions are added:

14. For punitive or exemplary damages.
15. For ***bodily injury*** or property damage while ***occupying***, using or operating an all terrain vehicle.
16. For ***bodily injury*** or property damage while ***occupying***, using or operating an electric personal assistive mobility device.
17. For ***bodily injury*** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
18. For ***bodily injury*** or property damage due to bio-chemical attack or exposure to bio-chemical agents.

Other Insurance

The last sentence of **Other Insurance** is revised as follows:

However, any insurance we provide for a ***motorcycle you*** do not own shall be excess over any other collectible insurance; except that in the event of a loss to a ***loaner motor vehicle***, this coverage shall be primary.

PART II

Coverage C: Motorcycle Medical Payments

The last sentence of the first paragraph is replaced to read as follows:

We will pay only those expenses incurred within one year from the date of the accident up to the stated limit for each person.

Exclusions

Exclusion 7. is replaced with the following:

7. For ***bodily injury*** losses sustained while ***your covered cycle*** is used in, or in preparation or practice for:
   (a) any hill climbing exhibition or any other contest or demonstration;
   (b) any race, speed contest, spontaneous racing or stunting activity of any nature;
   (c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
   (d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

The following exclusions are added:

10. For ***bodily injury*** due to bio-chemical attack or exposure to bio-chemical agents.
11. For ***bodily injury*** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.

PART III

Coverage E: Physical Damage Coverage

Exclusions

The following exclusions are amended:

7. Comprehensive and ***collision*** losses sustained while ***your covered cycle*** is used in, or in preparation or practice for:
   (a) any hill climbing exhibition or any other contest or demonstration;
   (b) any race, speed contest, spontaneous racing or stunting activity of any nature;
   (c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
   (d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.
11. Loss to ***custom parts or equipment*** unless the existence of those ***custom parts or equipment*** has been previously reported to us and an endorsement to the policy has been added.
12. Loss resulting from:
   (a) the acquisition of a stolen vehicle;
   (b) any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
   (c) any confiscation, seizure or impoundment of a vehicle by governmental authorities; or
   (d) the sale of ***your covered cycle***.

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The following exclusions are added:

15. Loss for any liability assumed under any contract or agreement.
16. Loss for the destruction, impoundment, confiscation or seizure of *your covered cycle* by governmental or civil authorities due to its use by *you*, a *family member* or a permissive user of the vehicle.
17. Loss due to bio-chemical attack or exposure to bio-chemical agents.
18. Loss that results from nuclear exposure or explosion including resulting fire, radiation or contamination.

Limit Of Liability

Limit Of Liability is replaced as follows

The limit of *our* liability for loss will be the lesser of:

1. the *actual cash value* of *your covered cycle* at the time of loss; or
2. the cost to repair or replace the property, or any of its parts or *custom parts or equipment*, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the loss.

Actual cash value of property will be determined at the time of the loss and will include an adjustment for *depreciation* and/or *betterment* and for the physical condition of the property.

Our limit of liability under *Collision* coverage for loss to *your* covered Department of Transportation approved motorcycle helmet shall not exceed a maximum of $400. This coverage only applies to the helmet, not to communication equipment installed in the helmet.

Other Insurance is replaced as follows:

Other Insurance

If other insurance also covers the loss, *we* will pay only our share. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits. However, in the event of a loss to a *loaner motor vehicle*, this insurance shall be primary.

PART IV

Coverage J: Uninsured Motorist Coverage is amended as follows:

Exclusions

Exclusion 1. d. is revised as follows:

d. For *bodily injury* or property damage losses sustained while *your covered cycle* is used in, or in preparation or practice for:
   (1) any hill climbing exhibition or any other contest or demonstration;
   (2) any race, speed contest, spontaneous racing or stunting activity of any nature;
   (3) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
   (4) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

The following exclusions are added:

7. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.
8. *Bodily injury* or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
9. *Bodily injury* or property damage due to bio-chemical attack or exposure to bio-chemical agents is not covered.

PART VI

General Conditions

General Condition 1., POLICY PERIOD AND TERRITORY, is replaced with the following:

1. TERRITORY - POLICY PERIOD

   This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or, with respect to physical damages only, when the *motorcycle* is being transported between ports thereof.

   Unless otherwise cancelled, this policy will expire as shown on the Declarations. But, it may be continued by *our* offer to renew and *your* acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire as stated on the Declarations.

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The following paragraph is added to General Condition 5., LEGAL ACTION AGAINST *US*:

If *we* retain salvage, *we* have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If *you* ask *us* immediately after a loss to preserve the salvage for inspection, *we* will do so for a period not to exceed 30 days. *You* may purchase the salvage from *us* if *you* wish.

General Condition 6., ASSIGNMENT is replaced with the following:

6. ASSIGNMENT

Your rights and duties under this policy may not be assigned without *our* written consent.

If *you* die, this policy will cover:

(a) *your* surviving spouse;

(b) the executor or administrator of *your* estate, but only while operating *your covered cycle* and while acting within the scope of his duties;

(c) any person having proper temporary custody of and operating *your covered cycle*, as a *covered person*, until the appointment and qualification of the executor or administrator of *your* estate; and

(d) under the Medical Payments Coverage, a person who was a *family member* at the time of *your* death.

General Condition 7., CHANGES, is replaced with the following:

7. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If *we* do so, *your* policy will automatically include the broader coverage when effective in *your* state.

The premium for each *motorcycle* is based on the information we have in *your* file. *You* agree:

(a) that *we* may adjust *your* policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed;

(b) that *you* will cooperate with *us* in determining if this information is correct and complete; and

(c) that *you* will notify *us* of any changes in this information.

Any calculation or recalculation of *your* premium or changes in *your* coverage will be based on the rules, rates and forms on file, if required, for *our* use in *your* state.

The following conditions are added:

16. DISPOSAL OF *MOTORCYCLE*

If *you* relinquish possession of a leased vehicle or if *you* sell or relinquish ownership of *your covered cycle*, any coverage provided by this policy for that vehicle will terminate on the date *you* do so.

17. OTHER INSURANCE

If other insurance is obtained on *your covered cycle* any similar insurance afforded under this policy for that *motorcycle* will terminate on the effective date of the other insurance.

18. EXAMINATION UNDER OATH

The *covered person* or any other person seeking coverage under this policy must submit to examination under oath by any person named by *us* when and as often as *we* may require.

19. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of South Carolina.

We affirm this amendment.

W. C. E. Robinson
Secretary

GEICO INDEMNITY COMPANY

William E. Roberts
President

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GEICO

GEICO Indemnity Company

Policy Number: 4390-46-24-08

Motorcycle Policy Amendment

All-Terrain Vehicle Coverage

Your policy is amended to include an ***all-terrain vehicle*** as follows:

We agree with *you* that we will provide coverage for an ***all-terrain vehicle*** listed in the declarations for which this amendment is attached. All other coverages and policy provisions of the policy apply.

DEFINITIONS

The following definition is added:

All-terrain vehicle means a self-propelled motorized vehicle with more than two wheels, with open-air driver's seating designed principally for off-road use on various types of unpaved terrain.

The definition of ***motorcycle*** is amended to include an ***all-terrain vehicle.***

LIABILITY COVERAGES

EXCLUSIONS

The following exclusion applies:

An ***all-terrain vehicle you*** do not own is not covered.

PHYSICAL DAMAGE COVERAGES

The following definition applies:

Custom parts or equipment means:

1. Non-stock sidecars;
2. Trike conversion kits;
3. A trailer designed to be pulled behind a ***motorcycle*** or ***all-terrain vehicle***; or
4. Paint, equipment, devices, accessories, enhancements, and changes other than those which are original manufacturer installed, which:
   a) Are permanently installed or attached; or
   b) Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in ***your motorcycle***, using bolts or brackets, including slide-out brackets.

EXCLUSIONS

The following exclusion is added:

Coverage under the Physical Damage coverages does not apply to damage to ***your motorcycle*** that is designed for operation principally off public roads, if the damage does not affect the structure or safe operation of ***your motorcycle.*** Such damage includes, but is not limited to, paint chips, scratches, scrapes, and minor dents.

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UNINSURED MOTORISTS COVERAGE (Includes Underinsured Motorists Coverage and Uninsured Motorists Property Damage Where Applicable)

An *uninsured motor vehicle* (or *underinsured motor vehicle*, where applicable), as defined, does not include an *all-terrain vehicle*:

A. That is designed mainly for use off public roads while not on public roads; and

B. That is not required to be registered as a motor vehicle.

We affirm this amendment.

W. C. E. Robinson
Secretary

O. M. Nicely
President

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EXHIBIT # 9

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GEICO

GEICO INDEMNITY COMPANY

One GEICO Boulevard
Fredericksburg, VA 22412-0003
Telephone : 1-800-841-3000 Fax : 1-855-803-4682
Website: geico.com/cycle

May 1, 2015

JAMAR MARKEL BRONNER
30 OLD COUNTRY DR
BEAUFORT SC 29906

Policy Number: 4390-46-24-08

Dear Policyholder,

Once again we would like to take this opportunity to welcome you to the GEICO Motorcycle family! While reviewing your policy, it has come to our attention that we have not yet received some of the forms or information that we discussed with you when you obtained your policy. The required information still needed is indicated below.

We're sure you understand that your completed paperwork is an essential part of the insurance contract. We also understand that completing insurance forms may not be a priority in your busy routine, but we need to receive this information in order to continue your current policy conditions.

Within the next 10 days, please take a few moments to send us this information using the enclosed envelope. For your convenience, you may also return the information to us via fax at the number listed above.

If you have already provided the item(s), to us, please disregard this request. You will be contacted by GEICO Motorcycle if we have any concerns once your information is received.

Questions? For your convenience, we are available 24 hours a day, 7 days a week. You may contact our Customer Service Department at 1-800-442-9253 (1-800-44-CYCLE) or visit us online at geico.com if you have any concerns or need assistance with this letter.

Thank you.

Outstanding item(s) due within 10 days of receipt of this letter unless otherwise specified:

-Information and Option form(s). If we do not receive the completed and signed enclosed form(s) within the designated time we will adjust the coverages and limits as necessary to comply with state requirements.

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DEFENDANT'S EXHIBIT

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GEICO INDEMNITY COMPANY

SOUTH CAROLINA INFORMATION AND OPTION FORM

IMPORTANT PLEASE READ CAREFULLY

IF YOU ARE A NEW POLICYHOLDER OR HAVE JUST MOVED TO SOUTH CAROLINA, AND DO NOT COMPLETE, SIGN AND RETURN THIS FORM, your policy will be issued to include Uninsured Motorist and Underinsured Motorist limits equal to your Bodily Injury and Property Damage liability limits. This may result in a change to your premium.

IF YOU ARE A CURRENT POLICYHOLDER, you must complete, sign and return this form only if you want to make changes to your policy.

UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE

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

You also have the right to buy Additional Uninsured Motorist Coverage, in various limits, up to the limits of the liability coverage you have purchased. The limits of Additional Uninsured Motorist Coverage are shown on this form, together with the additional premium ranges for those increased limits. You may not purchase Uninsured Motorist Coverage with limits in excess of your liability limits.

Uninsured Motorist Coverage pays up to the first limit for one person and, subject to the first limit for any one person, up to the second limit for all persons injured or killed in one accident.

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

Your motor vehicle insurance policy will include Underinsured Motorist Coverage equal to your Bodily Injury and Property Damage liability limits unless you complete, sign and return this form indicating that you have made a change to your Underinsured Motorist Coverage. The limits of Optional Underinsured Motorist Coverage are shown on this form, together with the additional premium ranges for those limits. You may not purchase Underinsured Motorist Coverage with limits in excess of your liability limits.

The extent to which you can collect under this coverage is the difference between the amount of your damages and the at-fault party's liability coverage limits, up to the limits you select. If none of your insured vehicles is involved in the accident, Underinsured Motorist Coverage is available to you up to the limits of Underinsured Motorist Coverage on any one of your insured vehicles.

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The premium range for the available Uninsured Motorist Coverage and Underinsured Motorist Coverage limits is shown below. Please call us at 1-800-841-3000 if you would like to determine your exact premium.

The premium ranges are per vehicle and may vary based upon the type of vehicle, operator(s), discounts, fees, territory and/or surcharges applied.

It is important that you understand that, if you reject Additional Uninsured Motorist Coverage and/or Optional Underinsured Motorist Coverage on this form and if you are involved in a motor vehicle accident, then this form may be used by us as evidence against you if we deny your claim for either of these coverages.

OFFER OF UNINSURED MOTORIST COVERAGE

COVERAGE LIMITS AND RATES

Mandatory Limit:

$25,000/$50,000/$25,000 = $19.00 to $638.00

Offer of Additional Uninsured Motorist Coverage:

☐ $50,000/$100,000/$25,000 = $20.00 to $706.00

☐ $100,000/$300,000/$50,000 = $25.00 to $868.00

☐ I wish to reject the offer of Additional Uninsured Motorist Coverage.

In order to validate your rejection of our offer of Additional Uninsured Motorist Coverage, you must also sign and date below.

_____

Signature/date

OFFER OF UNDERINSURED MOTORIST COVERAGE

COVERAGE LIMITS AND RATES

Offer of Optional Underinsured Motorist Coverage:

☐ $25,000/$50,000/$25,000 $23.00 to $780.00

☐ $50,000/$100,000/$25,000 $27.00 to $878.00

☐ $100,000/$300,000/$50,000 $32.00 to $1,073.00

☐ I wish to reject the offer of Optional Underinsured Motorist Coverage:

In order to validate your rejection of our offer of Optional Underinsured Motorist Coverage, you must also sign and date below.

_____

Signature/date

IMPORTANT NOTICE

If you do not complete this form and return it to us within 30 days, we are required by law to add Additional Uninsured Motorist Coverage and Optional Underinsured Motorist Coverage, in the same limits as your liability insurance, to your policy. You will be required to pay the additional premium for each of these coverages and your policy may be canceled for non-payment of that additional premium.

INSURED'S/APPLICANT'S ACKNOWLEDGMENT

By your signature, you acknowledge that you have read, or have had read to you, the above explanations and offers.

In the future, if you wish to increase or to decrease the limits of Additional Uninsured Motorist Coverage or Optional Underinsured Motorist Coverage, you must contact GEICO at either the web site or telephone number below. You will not be presented with another copy of this form when you extend, change, supersede, or replace your motor vehicle liability insurance policy.

Signature Print Name Date

We will answer any questions pertaining to these coverages. Please visit us at geico.com or call us toll free at 1-800-841-3000. You may return this form to us at:

GEICO Indemnity Company
One GEICO Center
Macon, GA 31295-0001

For any further questions you may contact the South Carolina Department of Insurance via either e-mail at consumers@doi.sc.gov; phone at (803) 737-6180 or 1-800-768-3467; or mail to Consumers Services Division, P.O. Box 100105, Columbia, SC 29202-3105

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EXHIBIT # 10

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Jamar Branner
Po Box 6814
Beaufort SC 29903

CHARLESTON SC 294
07 MAY 2015 PM 2 T

Geico indemnity company
One Geico Center
Macon GA 31295-0001

31295 0001

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GEICO Indemnity Company

GEICO INDEMNITY COMPANY SOUTH CAROLINA INFORMATION AND OPTION FORM

IMPORTANT PLEASE READ CAREFULLY

IF YOU ARE A NEW POLICYHOLDER OR HAVE JUST MOVED TO SOUTH CAROLINA, AND DO NOT COMPLETE, SIGN AND RETURN THIS FORM, your policy will be issued to include Uninsured Motorist and Underinsured Motorist limits equal to your Bodily Injury and Property Damage liability limits. This may result in a change to your premium.

IF YOU ARE A CURRENT POLICYHOLDER, you must complete, sign and return this form only if you want to make changes to your policy.

UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE

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

You also have the right to buy Additional Uninsured Motorist Coverage, in various limits, up to the limits of the liability coverage you have purchased. The limits of Additional Uninsured Motorist Coverage are shown on this form, together with the additional premium ranges for those increased limits. You may not purchase Uninsured Motorist Coverage with limits in excess of your liability limits.

Uninsured Motorist Coverage pays up to the first limit for one person and, subject to the first limit for any one person, up to the second limit for all persons injured or killed in one accident.

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

Your motor vehicle insurance policy will include Underinsured Motorist Coverage equal to your Bodily Injury and Property Damage liability limits unless you complete, sign and return this form indicating that you have made a change to your Underinsured Motorist Coverage. The limits of Optional Underinsured Motorist Coverage are shown on this form, together with the additional premium ranges for those limits. You may not purchase Underinsured Motorist Coverage with limits in excess of your liability limits.

The extent to which you can collect under this coverage is the difference between the amount of your damages and the at-fault party's liability coverage limits, up to the limits you select. If none of your insured vehicles is involved in the accident, Underinsured Motorist Coverage is available to you up to the limits of Underinsured Motorist Coverage on any one of your insured vehicles.

The premium ranges are per vehicle and may vary based upon the type of vehicle, operator(s), discounts, fees, territory and/or surcharges applied.

It is important that you understand that, if you reject Additional Uninsured Motorist Coverage and/or Optional Underinsured Motorist Coverage on this form and if you are involved in a motor vehicle accident, then this form may be used by us as evidence against you if we deny your claim for either of these coverages.

OFFER OF UNINSURED MOTORIST COVERAGE

COVERAGE LIMITS AND RATES

Mandatory Limit.

$25,000/$50,000/$25,000 = $19.00 to $638.00

Offer of Additional Uninsured Motorist Coverage.

☐ $50,000/$100,000/$25,000 = $20.00 to $706.00

☐ $100,000/$300,000/$50,000 = $25.00 to $868.00

☑ I wish to reject the offer of Additional Uninsured Motorist Coverage.

In order to validate your rejection of our offer of Additional Uninsured Motorist Coverage, you must also sign and date below.

5/5/15

Signature/date

OFFER OF UNDERINSURED MOTORIST COVERAGE

COVERAGE LIMITS AND RATES

Offer of Optional Underinsured Motorist Coverage:

☐ $25,000/$50,000/$25,000 $23.00 to $780.00

☐ $50,000/$100,000/$25,000 $27.00 to $878.00

☐ $100,000/$300,000/$50,000 $32.00 to $1,073.00

☑ I wish to reject the offer of Optional Underinsured Motorist Coverage:

In order to validate your rejection of our offer of Optional Underinsured Motorist Coverage, you must also sign and date below.

5/5

Signature/date

IMPORTANT NOTICE

If you do not complete this form and return it to us within 30 days, we are required by law to add Additional Uninsured Motorist Coverage and Optional Underinsured Motorist Coverage, in the same limits as your liability insurance, to your policy. You will be required to pay the additional premium for each of these coverages and your policy may be canceled for non-payment of that additional premium

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GEICO Indemnity Company

INSURED'S/APPLICANT'S ACKNOWLEDGMENT

By your signature, you acknowledge that you have read, or have had read to you, the above explanations and offers

In the future, if you wish to increase or to decrease the limits of Additional Uninsured Motorist Coverage or Optional Underinsured Motorist Coverage, you must contact GEICO at either the web site or telephone number below. You will not be presented with another copy of this form when you extend, change, supersede, or replace your motor vehicle liability insurance policy.

Signature | James Brown | 5/5/15
Print Name | Date

We will answer any questions pertaining to these coverages. Please visit us at geico.com or call us toll free at 1-800-841-3000. You may return this form to us at.

GEICO Indemnity Company
One GEICO Center
Macon, GA 31295-0001

For any further questions you may contact the South Carolina Department of Insurance via either e-mail at consumers@doi.sc.gov; phone at (803) 737-6180 or 1-800-768-3467, or mail to Consumers Services Division, P.O. Box 100105, Columbia, SC 29202-3105

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	C/A No.: 2017-CP-07-00241
Jamar Markel Bronner,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	DEFENDANT'S ANSWERS TO
GEICO Indemnity Company,	)	PLAINTIFF'S FIRST INTERROGATORIES
	)	
Defendant.	)	
	)	

The Defendant GEICO Indemnity Company hereby responds to the Plaintiff's First Set of Interrogatories, as follows:

1. Identify by full name, address and telephone number of each person known to GEICO or its counsel to be witnesses concerning the facts of the case. Indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements and whether you will produce the statements without the necessity of a motion. Describe the issues to which their testimony will relate and provide a summary of their testimony.

ANSWER:

A. **Jamar Bronner**
28 Cedar Crest Circle
Beaufort, SC 29907

Jamar Bronner is the Plaintiff in the captioned case. He is expected to testify concerning the facts and circumstances of the accident which is the subject of this lawsuit as well as his alleged injuries and damages. He is also expected to testify as to his application for insurance and execution of the forms. The Defendant is not in possession of a recorded and transcribed statement taken from Mr. Bronner.

B. Eric Dahl
8213 Eagle's Point Court
Charlotte, NC 28277
(704) 207-1986

Mr. Dahl is the opposing driver in the underlying accident. He is expected to testify concerning the facts and circumstances of the accident which is the subject of this lawsuit. The Defendant is in possession of a recorded and transcribed statement taken from Mr. Dahl. Copies of his statement are attached hereto.

C. Representative of South Carolina Department of Insurance
300 Arbor Lake Drive, Suite 1200
Columbia, SC 29223
(803) 737-6223

A representative of the South Carolina Department of Insurance is expected to testify as to the approval of forms for offering Underinsured Motorist Coverage and GEICO's compliance with the forms approved by the Department of Insurance. The Defendant is not in possession of any recorded statement from the Department of Insurance, other than the bulletins or publications issued by the Department.

D. Bruce Brown, Underwriter
GEICO Indemnity Company
One GEICO Boulevard
Fredericksburg, VA 22412-0003

Mr. Brown is expected to testify as to the policies of GEICO, the use of the forms approved for offering Underinsured Motorist Coverage by the South Carolina Department of Insurance, GEICO's compliance with the forms approved by the Department of Insurance, and the offer and rejection of UIM Coverage to the Plaintiff.

The Defendant is not in possession of any recorded statement taken from this witness.

A deposition of Rose Berridge was previously taken in another action by counsel for the Plaintiff. The action was *GEICO INDEMNITY COMPANY vs. WILLIAM SCITES,* C/A number: 2015-CP-08-1215. Counsel for the Plaintiff is already in possession of this deposition transcript.

E. **Patricia Morris, Regional Liability Administrator**
GEICO Indemnity Company
One GEICO Center
Macon, GA 31295

Ms. Morris is a representative of GEICO Indemnity Company who is expected to testify as to use of the forms approved for offering Underinsured Motorist Coverage by the South Carolina Department of Insurance, GEICO's compliance with the forms approved by the Department of Insurance, and the offer and rejection of UIM Coverage to the Plaintiff. The Defendant is not in possession of a recorded and transcribed statement taken from Ms. Morris.

F. **Steve Stewart**
GEICO Indemnity Company
One GEICO Boulevard
Chevy Chase, MD

Mr. Stewart is the agent who sold the policy to the Plaintiff Jamar Bronner. Mr. Stewart is expected to testify as to the telephone conversation with the Plaintiff concerning the coverages and premiums and the use of the forms approved for offering Underinsured Motorist Coverage by the South Carolina Department of Insurance, GEICO's compliance with the forms approved by the Department of Insurance, and the offer and rejection of UIM Coverage to the Plaintiff. An affidavit has been taken from Mr. Stewart, copies of which are attached hereto.

2. Identify by name, business address, home address, and job title all insurance adjusters, claims representatives, supervisors, and other employees or independent contractors of GEICO who participated in the handling of, reviewed, or performed any other work on Plaintiff's claim for UIM coverage as described in GEICO's Complaint. Provide each such individual's job title, current mailing address, and phone number.

ANSWER:

A. **Ricardo Smith, Claims Adjuster**
GEICO Indemnity Company
One GEICO Center
Macon, GA 31295

Mr. Smith is the employee who handled the intake call for the initial report on Mr. Bronner's accident. The call was received from Keshia Washington on behalf of Mr. Bronner. Mr. Smith did not work on the UIM coverage claim; he merely received and took the initial report of the accident and

opened the claims file for GEICO.

B. **Courtney Mack, Claims Adjuster**
GEICO Indemnity Company
One GEICO Center
Macon, GA 31295

Ms. Mack is the adjuster who was assigned to handle the claims file for Mr. Bronner's accident. Ms. Mack did not handle the UIM claim. Ms. Mack handled the claim from June 28, 2016 until the McDougal Law Firm made a demand for underinsured motorist coverage, at which point the file was transferred to claims adjuster Lesa Wilson. Mr. Mack did not work on the UIM coverage claim; she merely handled the claims file until a UIM claim was made.

C. **Bruce Brown, Underwriter**
GEICO Indemnity Company
One GEICO Center
Macon, GA 31295

Mr. Brown is an underwriter who confirmed the coverages available on Mr. Bronner's policy to Courtney Mack.

D. **Lesa Wilson, Claims Adjuster**
GEICO Indemnity Company
One GEICO Center
Macon, GA 31295

Ms. Wilson is the adjuster who assumed the handling of the claims file for Mr. Bronner's accident on November 1, 2016 after the McDougal Law Firm made a demand for underinsured motorist coverage.

E. **Patricia Morris, Regional Liability Administrator**
GEICO Indemnity Company
One GEICO Center
Macon, GA 31295

Ms. Morris is the Regional Liability Administrator who determined that underinsured motorist coverage was rejected by the Plaintiff and was not available under this policy.

3. Set forth a list of photographs, plats, sketches, correspondence, memoranda, forms, emails, faxes, reports, or other prepared documents in GEICO's possession or control that relate to the claim or defense in the case. If any such documents are subject to a claim of privilege,

please describe such documents generally and provide the basis for the claim of privilege.

ANSWER:

A. **South Carolina Department of Insurance Form 2006 entitled *Offer of Optional Additional Uninsured Motorist Coverage and Optional Motorist Coverage Form, SCDOI Form Number 2006*;**

B. **South Carolina Department of Insurance Bulletin Number 2006-03;**

C. **Rejection Form executed by Jamar Bronner;**

D. **Declarations Page and Insurance Policy issued to Jamar Bronner;**

E. **Underwriting File:**

1. **PHIN Sales Application;**
2. **Initial Package Mailed to Jamar Bronner on April 10, 2015, with Identification Cards, billing Statement, Declarations Page; Coverage Option Forms, Coverage Description, and Additional Insurance Documents. This includes the UM and UIM Offer Form;**
3. **Letter from GEICO to Jamar Bronner dated May 1, 2015 with the UM and UIM Offer Form.**
4. **Envelope from Jamar Bronner with executed rejection of additional UM coverage and UIM coverage, signed on May 5, 2015.**
5. **Payment History;**
6. **Cancellation for Non Payment;**
7. **Certificate of Mailing;**
8. **Declarations Page;**
9. **Letters with insurance cards;**
10. **Letter with Declarations Page dated 3/20/16;**
11. **Letter with Declarations Page dated 4/12/16;**
12. **Itemized Statement of Account.**

F. **Adjuster's Log. The Defendant objects to the production of the Adjuster's Log as it is GEICO's privileged and confidential work product.**

G. **GEICO's South Carolina Option Forms – GEICO Motorcycle Procedure. The internal operating procedures of GEICO are considered to be privileged and confidential.**

4. Identify by name, business address, home address, phone number, and job title all persons employed by or otherwise affiliated with GEICO (for example, customer service

representatives, insurance producers, and/or agents) who discussed with Plaintiff the purchase of UIM coverage from GEICO.

ANSWER:

A. **Steve Stewart**
GEICO Indemnity Company
One GEICO Boulevard
Chevy Chase, MD

Mr. Stewart is the agent who sold the policy to the Plaintiff Jamar Bronner. Mr. Stewart is expected to testify as to the telephone conversation with the Plaintiff concerning the coverages and premiums and the use of the forms approved for offering Underinsured Motorist Coverage by the South Carolina Department of Insurance, GEICO's compliance with the forms approved by the Department of Insurance, and the offer and rejection of UIM Coverage to the Plaintiff. An affidavit has been taken from Mr. Stewart, copies of which are attached hereto.

Mr. Bronner initially purchased the insurance policy on the motorcycle, policy number 4390462408 via phone sale with an effective date of April 9, 2015. Mr. Stewart explained the coverages and premiums to Mr. Bronner at that time. Mr. Bronner rejected any additional UM coverage and rejected all UIM coverage. The PHIN Phone Sales records are attached hereto.

The initial package for the insurance policy was mailed to Mr. Bronner on April 10, 2015, which included the UIM Offer Form.

A separate letter was mailed by GEICO to Mr. Bronner on May 1, 2015 with the UIM Offer Form.

Mr. Bronner executed and signed the UIM rejection form on May 5, 2015 and returned it to GEICO by envelope dated May 7, 2015.

Mr. Bronner maintained continuous coverage on the motorcycle from then until the date of the accident.

5. Identify all documents that GEICO contends were provided to Plaintiff regarding the offer of UIM coverage including, without limitation, all cover letters, notices, applications, or other documents of any type that accompanied any such offer. With respect to each such document, state the date on which GEICO claims it provided it to Plaintiff.

ANSWER:

Please refer to all documents listed above. After the phone sale, on April 10, 2015, GEICO mailed a package to the policy holder that includes the Insurance Policy, the Declarations Page, and the form to offer additional UM and UIM coverage as approved under South Carolina Law.

On May 1, 2015, GEICO mailed the UIM Offer Form to Mr. Bronner again because he had not yet returned the form to GEICO.

This form was filled out by the Plaintiff Jamar Bronner, signed on May 5, 2017, and returned to GEICO Indemnity Company.

Copies of these documents are attached hereto.

6. Who completed the handwritten and other "filled in" (*i.e.*, not pre-printed) portions of the UIM form related to the subject insurance policy?

ANSWER:

Upon information and belief, the form is executed and signed by the Plaintiff Jamar Bronner.

7. If Plaintiff had purchased $25,000/$50,000 in UIM coverage under the subject insurance policy, what is the exact amount of the premium GEICO would have charged? When did GEICO know this exact amount?

ANSWER:

The amount of the premium for UIM coverage at that time would have been $600. Mr. Bronner's overall premium would have changed from $966 to $1,566 for his policy. Mr. Bronner was informed of the difference in premiums by Steve Stewart on the date that he called in for coverage.

8. Was the process used by GEICO to offer Plaintiff UIM coverage under the subject insurance policy the same as the process described by Rose Berridge, as GEICO's Rule 30(b)(6) designee, in the deposition transcript attached hereto as Exhibit A? If not, provide the following information:

a) List every way in which the process used to offer UIM coverage to Plaintiff

was different than that described in the deposition;

b) List all reasons for the change in the process; and

c) List all documents that relate to the change in the process.

ANSWER:

The process was essentially the same. Please see the South Carolina Options Forms-GEICO Motorcycle form attached hereto. The Defendant craves reference to the policy and the deposition transcript in response to this questions to set forth any similarities or differences in the process.

9. List by date all conferences, round-table discussions, or other meetings held by GEICO to discuss the issue of whether the subject policy provides UIM coverage for Plaintiff's claims as a result of the subject collision. For each such conference, discussion, or meeting, provide the following information:

a) names and job titles of all participants;

b) a list of all records generated as a result;

c) a list of all records that document the occurrence of the conferences, discussions, or meetings;

d) all conclusions that were reached regarding the evaluation of Plaintiff's claims; and

e) any recommendations and actions taken with respect to the setting of reserves for Plaintiff's claims as a result.

ANSWER:

On November 2, 2016, Regional Liability Administrator Patti Morris reviewed the Plaintiff's attorney's demand for UIM coverage and the underwriting file, which included the signed rejection of any additional UM coverage and UIM coverage and determined that there was no UIM coverage available to the Plaintiff under this policy.

10. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case. In connection with each expert witness so identified, please give the following information:

a) State the expert's qualifications or provide a curriculum vitae of the expert;

b) State the subject matter on which the expert is expected to testify;

c) State the substance of the facts and opinions to which the expert is expected to testify;

d) State a summary of the grounds for each opinion; and

e) Please provide a list of any and all treatises or other documents upon which the expert has relied in forming the opinions set forth above.

ANSWER:

The Defendant has not retained any specific expert witness at this time. Any witness listed in the previous responses who qualifies as an expert may be utilized to testify as an expert. The Defendant reserves the right to supplement this Answer at such time an expert or experts are retained.

11. For each person employed by GEICO who has performed any work with respect to Plaintiff's UIM claim as a result of the subject collision, provide the following information:

a) The date on which the person became involved in GEICOs' claim;

b) The reason why the person became involved in GEICOs' claim;

c) If applicable, the date on which the person ceased any involvement in GEICOs' claim;

d) If the person is no longer involved in GEICOs' claim, all reasons for the person's cessation of involvement; and

e) If applicable, any reprimands, warnings, demotions, citations, or other disciplinary action taken with respect to the person based upon his or her actions or inaction with respect to GEICOs' claim.

A. Lesa Wilson
GEICO Indemnity Company
One GEICO Center
Macon, GA 31295

Ms. Wilson is the adjuster who assumed the handling of the claims file for Mr. Bronner's accident on November 1, 2016 after the McDougal Law Firm made a demand for underinsured motorist coverage. She is still involved in this claim. No reprimands have been issued to her.

B. Patricia Morris
GEICO Indemnity Company
One GEICO Center

Macon, GA 31295

Ms. Morris is the employee who determined that underinsured motorist coverage was rejected by the Plaintiff and was not available under this policy. She is still involved in this claim. No reprimands have been issued to her.

MILLIGAN & POGUE, PC

s/ *Tom Milligan*

Thomas H. Milligan (Fed. ID # 4848)
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Telephone: (843) 971-6750
Facsimile: (843) 971-6509
Email: tom@milliganlawfirm.com

September 1, 2017
Mt. Pleasant, South Carolina

ATTORNEYS FOR GEICO
INDEMNITY COMPANY

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

GEICO INDEMNITY COMPANY,) CASE NO.: 2015-CP-08-01215
)
PLAINTIFF,)
) DEPOSITION
VS.)
) OF
WILLIAM K. SCITES,)
) ROSE BERRIDGE
DEFENDANT,)
)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

WILLIAM K. SCITES,)
)
PLAINTIFF,)
)
VS.)
)
WILLIAM TYLER MATTHEWS,)
)
DEFENDANT,)

DEPOSITION OF ROSE BERRIDGE, TAKEN BEFORE AMY GODLEY FREEMAN, A NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF 12:41 P.M., THURSDAY, JANUARY 21, 2016, AT THE OFFICE OF PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, 123 WALTER STREET, WALTERBORO, SOUTH CAROLINA.

C O P Y

REPORTED BY
AMY GODLEY FREEMAN

APPEARANCES
FOR GEICO
ADAM J. NEIL, ESQUIRE
MURPHY & GRANTLAND
POST OFFICE BOX 6648
COLUMBIA, SOUTH CAROLINA 29260

FOR WILLIAM SCITES
BERT G. UTSEY, ESQUIRE
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK
123 WALTER STREET
WALTERBORO, SOUTH CAROLINA 29488

REPORTED BY
AMY GODLEY FREEMAN
LOWCOUNTRY COURT REPORTING
POST OFFICE BOX 9
JACKSONBORO, SC 29452

ALSO PRESENT
VICTORIA SCITES & WILLIAM SCITES

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MARKED AS DEFENDANT'S EXHIBITS
DEPOSITION OF ROSE BERRIDGE

EXHIBIT NUMBER 1, APPLICATION, 13 PAGES 14
EXHIBIT NUMBER 2, POLICY LOG, 10 PAGES 15

*DIGITALLY RECORDED AUDIO RETAINED FOR TWELVE (12) MONTHS FROM DATE OF CERTIFICATION.

STIPULATIONS

IT IS STIPULATED BY AND BETWEEN COUNSEL FOR THE RESPECTIVE PARTIES THAT ALL OBJECTIONS ARE RESERVED UNTIL THE TIME OF TRIAL, EXCEPT AS TO THE FORM OF THE QUESTIONS.

THIS DEPOSITION IS BEING TAKEN PURSUANT TO THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

- - - -

THE READING AND SIGNING OF THIS DEPOSITION IS RESERVED BY THE DEPONENT AND COUNSEL FOR THE RESPECTIVE PARTIES

WHEREUPON, ROSE BERRIDGE, BEING DULY SWORN AND CAUTIONED TO SPEAK THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH, TESTIFIED AND DEPOSED AS FOLLOWS:

DIRECT EXAMINATION

BY MR. UTSEY:

Q Ms. Berridge, again, my name is Skip Utsey. As you know, I represent Mr. Scites in this lawsuit against GEICO. You've been sitting here through Mr. Scites' deposition; is that correct?

A Yes.

Q And you've seen how the process works here in South Carolina?

A Yes.

Q All right. Have you participated in other depositions before?
A Yes.
Q And do you feel like you generally understand how a deposition works?
A Yes.
Q I'm going to spare you a long explanation about how the nuts and bolts of what we're going to do. I will tell you that if at any point during the course of today's deposition, if you have a question about the procedure, a question about any of my questions, if you need me to clarify, explain or rephrase any of my questions, please stop and let me know and I'll be happy to do that. Is that fair enough?
A Yes.
Q With that explanation, are you satisfied with going forward without any further explanation of what we're doing?
A Yes, sir.
Q All right. And you understood Mr. Neil's admonition to my client during the course of his deposition that under South Carolina rules if you have a conversation with anyone during the period of your deposition about any of the facts of this case, I'm entitled to ask you about them even if they're otherwise confidential?

A Yes.
Q Okay. That's just kind of warning to stay away from those conversations. Are you feeling well enough to give your deposition?
A Yes.
Q All right. Are you taking any medication or affected by anything that might influence your ability to hear my questions, to understand my questions and to respond truthfully to my questions?
A No.
Q Any reason you know of why you can't give a deposition today?
A No.
Q Let's go ahead and get your full name for the record, please.
A Rose Marie Cordova-Berridge.
Q Okay. And you live where?
A Chesapeake, Virginia.
Q Okay. By whom are you employed?
A GEICO.
Q And what is your position with GEICO?
A An underwriting trainer.
Q Okay. How long have you been working for GEICO?
A Almost 17 years.
Q Have you always been in underwriting?

A I started in the sales department.
Q Okay. How long have you been involved in underwriting?
A Since 2002.
Q Before GEICO, had you worked for any other insurance companies?
A Yes.
Q Okay. What else have you done? Just kind of give a quick rundown.
A State Farm, worked for State Farm for about a year and a half.
Q And doing what?
A I was the manager for State Farm.
Q Over the agency or --
A Yes, agency.
Q Okay. Tell me your -- give me a summary of your educational background, please.
A I have a degree in computer science and I have a couple of CPCUs.
Q Okay. And when you say a couple of CPCUs, explain exactly what you mean by that.
A I have five CPCU.
Q What is that designation?
A Certified underwriting certificates.
Q Okay. And are any of those focused on the question of underinsured motorist coverage?

A No.
Q Are any of those focused on the State of South Carolina?
A No.
Q Okay. Do you have -- did you receive any special education or training outside of on-the-job training concerning underinsured motorist coverage in the State of South Carolina?
A We just get continuing educations every two weeks -- every two years --
Q All right.
A -- to keep our license.
Q Who administers those classes?
A We have a proctor. We have a professor that actually comes in. We have online courses.
Q So that's in-house so to speak --
A Yes.
Q -- within GEICO?
A Yes. We do in-house and there's also outside courses that's required by Virginia state.
Q Okay. Have you ever been licensed as an insurance agent or producer within the state of South Carolina?
A Yes. We get outside producer license.
Q No. I'm talking about you personally.
A Oh, no.

Q Okay. But GEICO works in connection with some authorized producers within the State of South Carolina; is that correct?
A Yes, that's correct.
Q Is that what you were trying to answer a minute ago?
A Yes.
Q Okay. All right. Do you understand that you are here today as a representative of GEICO?
A Yes.
Q Okay. And I -- which company are we talking about; do you remember? GEICO Indemnity?
A GEICO Indemnity.
Q GEICO Indemnity Company is the company that issued the policy at issue; is that correct?
A That's correct.
Q Can we have an understanding that if we go through the deposition today, if I use the term GEICO, that's who I'm referring to, GEICO Indemnity Company?
A Yes.
Q And also just in definitions if I say UIM, you understand I'm talking about underinsured motorist coverage; is that fair?
A Yes.
Q Okay. And UM means uninsured motorist coverage, correct?

A Yes.
Q **Okay. It might make things go a little more easily. Have you ever appeared as a Rule 30(b)(6) representative for GEICO or any of its affiliated companies in the past?**
A Yes.
Q **On how many occasions?**
A A couple, maybe five or six.
Q **Okay. Do you understand that your testimony here today will binding on GEICO? You will be speaking as its representative for that purpose?**
MR. NEIL: Object to the form.
A Yes.
Q **Okay. And did you review a copy of the notice for the deposition of GEICO here today?**
A Yes.
Q **Okay. And did you understand the topics that you would be asked about?**
A Yes.
Q **And do you feel that you have knowledge concerning those topics?**
A Yes.
Q **Okay. Did you do anything to gain any knowledge necessary to testify here today?**
A No.

Q Other than any conversations you may have had with Mr. Neil, what did you do to prepare for today's deposition?

A Nothing.

Q Okay. Did you, for example, review any part of GEICO's files with respect to Mr. Scites or the subject insurance policy?

A Well, all I did was pull his policy record.

Q Okay.

A That's all.

Q And when you say his policy record, tell me what that means specifically.

A Everything that you have right that -- the option forms, the rejection form, the new business packet that we sent.

Q Okay. Let's be clear. We've got in front of us from Mr. Scites' deposition Plaintiff's Exhibit 1. That's one of the documents you reviewed; is that correct?

A Yes.

Q We also have Plaintiff's Exhibit 2 from his deposition. Is that another document you reviewed?

A Yes.

Q And we also have Plaintiff's Exhibit 3 from his deposition. Is that one of the documents you reviewed?

A Yes.

Q Were there documents in addition to those exhibits?
A Documents that we have sent to Mr. Scites as far as the billing documentations.
Q Okay. Did any of those relate to offers or acceptances or rejections of UIM coverage?
A I did review the sales application which is the motorcycle application that was filled out when he called.
Q Okay. And who completed that application?
A It was a call that we received over the phone. So he completed it over the phone.
Q All right. When you say he completed it, who put pen to paper so to speak?
A Oh no, it's a computer application.
Q Okay.
A So the sales agent will type in all of the information on a computer.
Q All right. So on one end of the phone conversation is Mr. Scites and on the other end is a GEICO employee sales agent, correct?
A That's correct.
Q Mr. Scites orally provides information over the phone to the sales agent and the sales agent types it into the application on the computer; is that correct?
A Yes.

Q Okay. And then does that application get mailed to Mr. Scites or otherwise sent to Mr. Scites?

A No, it's not. It's not the application. Pretty much if he accepts purchase of the policy, he will receive the new business packet, whatever was agreed on the application that he wishes to purchase then he would receive this new business packet with whatever was agreed to be purchased.

Q Is the application that you just said you reviewed part of Plaintiff's 1 to Mr. Scites' deposition?

A The application, no.

Q Okay. What I'm trying to figure out is this application you reviewed, is that something that was ever -- that Mr. Scites would have ever seen before today for any reason?

A No.

Q Okay. That's an internal document for GEICO, correct?

A Yes.

Q And that's used to build the policy so to speak?

A Yes.

Q Okay.

A It's an internal application.

Q Okay. Now, other than exhibit -- the three exhibit's we've talked about and this application you just talked about, did you review any other documents to prepare

for today?

A Just a policy log, what we call a policy log. Any communications that we have with Mr. Scites or any documents that we sent to Mr. Scites.

Q Okay.

A Every time there's a payment, any communications, any time we receive a call from Mr. Scites it will be documented in that system.

Q All right. Is the log you refer to a computer log?

A Yes.

Q As opposed to a hard paper log?

A Yes. It's a computer log.

Q Okay. I was given some documents in discovery from Mr. Neil that appear to be computer screens, a copy. I don't know if our copier messed them up. They're hard for me to discern. I'm just trying to figure out if these are the documents you're talking about.

A This is I believe the application.

Q Okay.

A Motorcycle application.

MR. UTSEY: Amy, let's mark this as Defense Exhibit 1. I've numbered, hand numbered -- what I did is, this is a photocopy of some of the pages y'all produced to us in the discovered and I hand numbered them 1 through 23 just in case we

referred to those specific page. My copies may be inferior to the ones y'all sent us but they're difficult to read regardless.

MR. NEIL: Yeah. These are a lot better.

MR. UTSEY: Okay.

MARKED AS DEFENDANT'S EXHIBIT NUMBER 1, DEPOSITION OF ROSE BERRIDGE; APPLICATION, 13 PAGES.

Q Feel free to look at any better quality copies if you need to to answer my questions. I'm just trying to figure out what they are and what they mean.

A Okay.

Q All right. For the record, what I'm going to do is ask you to refer to Defendant's Exhibit Number 1, and use the page numbers in the bottom right-hand corner --

A Can I -- can I separate? Because these are not altogether.

Q Okay.

A This is the application.

Q All right. So what I've got is two sets of documents?

A Yes.

Q All right. Well, let's correct that then so that there's no confusion. You've pulled out or you separated those into two groups.

A Yes.

MR. UTSEY: What I'm going to do is -- number

pages 1 through 13 will remain as Exhibit 1. Pages 14 through 23, the second group, will become Exhibit 2. Is that okay with everybody?

MR. NEIL: Sure.

MARKED AS DEFENDANT'S EXHIBIT NUMBER 2, DEPOSITION OF ROSE BERRIDGE; POLICY LOG, 10 PAGES.

Q **So now you've got Exhibit 1 and feel free to if there's a better quality copy you need to refer to help interpret it --**

MR. NEIL: Skip, I'm going to give you a better quality copy.

MR. UTSEY: Okay. Because you can see the copy I got still isn't real good.

MR. NEIL: I can see it. It's not good. I like to think that that's not my copier because this copy is off my copier and it's significantly better. Exhibit 2 looks to me like it's plenty legible but I've got a copy of that too.

MR. UTSEY: I think Exhibit 2 is better because I noticed it looked different when I -- is this your only copy?

MR. NEIL: No.

MR. UTSEY: Can we maybe make this 1A just for clarification sake?

MR. NEIL: Sure.

MR. UTSEY: All right. Just to confuse matters worse, we're now marking Exhibit 1A which I understand to be the same as 1, except the quality is better. So, we'll use it for --

MR. NEIL: Sure. And she might want to look through it and confirm that they're exactly the same. I believe they are the same.

MR. UTSEY: Okay.

MR. NEIL: But you should probably ask her that question.

MR. UTSEY: Fair enough. And at some point once we've done that, let's just number the pages on 1A just so that we've got a sequential numbering system.

MR. NEIL: And I'm sorry for that bad copy.

MR. UTSEY: No. I'm looking at the copy I have here and it's actually better than the copy that my paralegal made for me to mark as exhibits, so it may be our machine.

MR. UTSEY:

Q Can you confirm 1A is just a better quality copy of one?

A Yes.

Q All right. Just like I did on 1, I'm going to mark the pages individually on the bottom right-hand with a

handwritten page number just so that we can have that for reference sake. What is the group of documents that are now marked as Exhibit 1A?

A This is the motorcycle application. Mr. Scites would have to -- our sales agent would have to go through the questions. This one sales agents will ask the questions and fill in all of the blanks to get the quote.

Q So, for example, they might say for example, okay what is your full name and he gives full name and then the sales agent types in his full name?

A Yes.

Q Okay.

A It's broken down for page like applicants. You can see applicant, driver. So it's page by page broken down by applicant, driver's information, the vehicle and then the coverages.

Q Okay. And when you said earlier that one of the things you reviewed to prepare for today's deposition was the application, was it Exhibit 1A that you're talking about?

A Yes.

Q Okay. And what is Exhibit 2, the separate group of --

A This is his policy record.

Q All right. And help me understand what that

terminology means within GEICO, his policy record.
A Once we have an agreement to purchase the policy, we have a system that's specific to just his policy and it creates a computer system that logs any communications we have with a customer. Any payments, whether it's a payment online or he calls us, it's actually stamped on a computer system. What we call policy log.
Q All right. Exhibit 2 is a printout from policy log with respect to Mr. Scites' policy; is that correct?
A That is correct.
Q And does Exhibit 2 reflect every communication between Mr. Scites and GEICO with respect to this policy?
A Yes. Only as far as the policy itself. The claims will be a separate system.
Q Okay. All right. Did you review Exhibit 2 in preparation for today's deposition?
A Yes, I did.
Q Okay. All right. Do you see what I'm doing here? I just want to make sure I get the universe of things that you reviewed to prepare for today and we've already named a number of those things. Are there any additional documents that you reviewed and when I say documents that may be on the computer as well?
A All of the documents that we have, we have a computer system that actually stores all documents sent to the

customer. It's actually on an archive.
Q Okay. And did you review those?
A Yes.
Q And were any documents contained within that system other than exhibits that we've already marked here today?
A No.
Q Okay. Would it include billing, for example?
A Yes, it will.
Q Okay. So we don't have -- I don't think we've marked any bills here other than maybe something related to the initial issuance of the policy. Did any of the additional billing documents that would have been contained in the archive relate to any offers, acceptances or rejects of underinsured motorist coverage?
A No.
Q Okay. Any other documents that you reviewed?
A No.
Q All right. Did you speak with anyone, other than Mr. Neil, concerning this insurance policy or any of the matters related to this lawsuit in order to prepare for today's deposition?
A Just the adjuster.
Q Okay. Who is that?

A Mona.
Q Okay. Mona Cole?
A Yes.
Q All right. And what was the purpose of that conversation?
A It was just to verify all of the documents that I have.
Q And did she verify those documents for you?
A Yes.
Q Okay. How does she -- what is involved with the verification process? What is the --
A She would just call me just to verify what documents was sent to the customer. Our claims does not have any access to what I have here. Claims is totally different. She would have to call me and verify what documents we receive as far as rejection forms, new business packets, that sort of stuff.
Q Okay. Did Ms. Cole provide to you any other information concerning the issuance of this policy, the offer of UIM coverage and the purported rejection of UIM --
A No.
Q -- coverage? Other than Ms. Cole, did you speak with anyone else?
A No.
Q All right. Were you personally involved in any aspect

of the purchase of this insurance policy, the issuance of this insurance policy?

A No.

Q Okay. Is it fair to say that your knowledge for purposes of this case has been derived from your review of other documents and obtaining information from other sources?

A Yes.

Q As opposed to personal knowledge from being involved; is that correct?

A Yes.

Q Okay. Do you know who at GEICO was involved in the application process for this policy?

A As far as creating the application or --

Q Well, who took the application from the insured, for example?

A It would show right here on the policy record, actually.

Q Oh, I should have told you this at the beginning. Feel free to refer to any documents if necessary to answer my questions because you're going to understand that document far better I ever will. I'm confident.

A We have a code like on this policy record.

Q Yes, ma'am.

A Based on the U88 code it actually told me who sold the

policy.

Q All right.

A And it's Lisa, Lisa Yuan.

Q Young?

A Y-u-a-n. I think that's how you pronounce her last name.

Q Okay. And the U88 to which you're referring is reflected on Exhibit 2, Defense Exhibit 2; is that correct?

A That is correct.

Q Do you know whether she is still employed by the company?

A No, she's not.

Q Okay. Do you know what happened to her?

A No.

Q Okay. Do you know where she is now?

A No.

Q Do you know how her employment ended?

A No.

Q Did you ever attempt to speak with Lisa concerning this policy?

A No.

Q Okay. Why not?

A She's no longer with the company.

Q Okay. I mean, you didn't try and track her down or

anything?

A No. I don't have any information. Once the agent leaves the company, we do not have any communication.

Q All right. And help me out on Exhibit 2 where you can identify Ms. Yuan.

A First screen we're able to see the U88. Every agent has their specific U88 code.

Q Okay. I'm having trouble finding U88.

A Right here.

Q Oh, I see it.

A Yes. Everyone has a specific U88 code. Every region, let's put it this way, in GEICO. So this -- you can tell that it was actually a call received in our office in Virginia Beach because of all our code in Virginia Beach are U88. So this was actually received in our Virginia Beach office.

Q Okay. So looking at -- we're looking at the top of page 1 in Defense Exhibit 2?

A Yes.

Q User ID U88RDL tells you that was Lisa Yuan?

A Yes.

Q And that she's in Virginia Beach?

A Yes.

Q Okay. And what tells you that this is a phone call?

A Where this message right here where it says it's a jury

assign. This pretty much tells us that Mr. Scites gave us a call.

Q How do you know that it was he that made the call rather than GEICO initiated it?

A We do not make cold calls. It's incoming calls. We do not make out calls to our customers. They call us.

Q Okay. Did GEICO ever employ a website like you heard Mr. Scites describe where he could request a call by entering his phone number?

A No, we don't.

Q Okay.

A As of today we do not have any. We have an online where you go online and purchase your policy or you can -- if, let's say, you can purchase your policy online or if there's an issue where let's say there's missing information like a driver's license, then an actual Internet agent will reply to you back and forth. But no one will make you -- no one will actually call. We do not make out calls.

Q Okay. So this would be an inbound call and is the date August 23, 2012 at 10:51 a.m., approximately?

A Yes.

Q All right. And help me interpret what this means.

A This one says -- where it says jury of 8/23/2012, 10:53. Jury means it's actually an incoming call and

it actually shows, where it says 40988 assigned, that's actually the sales agent's source of business. That's actually to verify that she actually was the one who sold the policy.

Q 40988 stands for what?

A That's her source of business. Everyone is assigned a specific source of business in a U88 so we know they are the one who purchased the policy or who sold the policy.

Q Okay. That helps you trace it back to Ms. Yuan?

A Yes.

Q Okay. There are two different times I see on there or at least in the copy it looks like two different times: 10:51 a.m. and the other looks like 10:58, maybe, a.m. Can you tell?

A Two 10:51 and --

Q If you don't mind, I'll point out what I'm talking about. Yeah, there's a time column and it says 10:58, maybe it's 10:56. But in the message itself it says 10:51 or appears to say that.

A That means that's how long the application would have been or if, let's say, they have to go back and forth from one screen to another screen. If there's any missing information, it will tell you. Let's say from one page they took all of the information and they had

to go back to page ten, it will tell you how long they had to go back there. Kind of like the time lapse.

Q All right. Is there any way to look at Exhibit 2 and determine the duration of the August 23, 2012 telephone call?

A No.

Q Okay. Can you tell when the call started?

A No. The time stamp right here will only tell you what time it ended.

Q What time did it end?

A It will tell you right here, like 10:58. That's when actually it's stamped. It would probably end when -- the 10:58. That's the time 10:58. Actually, it will tell you when the payment was taken, which is the 11:04 a.m. That's the payment.

Q And does that mean when the insured provided the credit card number or when it was processed or what?

A That's when it was processed. Because the only time that we would process is when Mr. Scites accepts the premium on the policy and then we would generate a policy number and take the payment.

Q But going back to -- the earliest time that I see on this is 10:51 a.m. Do you see something earlier than that? Well, I take that back. It might be right under that, 10:58 a.m., if I'm reading that correctly.

A Yes.
Q Do you know of any earlier time on that?
A No.
Q And do you know whether that means that's when the process was initiated or something else?
A No.
Q Okay. Can you tell when the call began?
A No.
Q Okay.
A Let me just go to page 13 because sometimes it will show. It won't tell me right here but it might tell me on the application.
Q Feel free to look at any of them. I'm just trying to get an idea of how long this call lasted.

MR. NEIL: We're going to stop for just a second, if that's all right. I mean, this is on the record. I don't mean to stop. I've got a significantly better copy of this.

MR. UTSEY: Wonderful.

MR. NEIL: We're going to make as many copies of this as we need for everybody to have.

MR. UTSEY: Off the record, we'll get all this straight and then we'll put on the record what we're doing. All right. We're off the record now.

[OFF THE RECORD, BRIEFLY.]

MR. UTSEY: Go back on the record. Mr. Neil's identified two -- what appear to be better quality copies of both Exhibit 1A and of Exhibit 2. So while they're being copied we'll proceed but we'll also mark those better copies, quality copies, in a minute and give them the appropriate designation.

MR. UTSEY:

Q So let's talk generally, rather than specifically, and then when we get the better copies we'll talk more some of the specifics. As I understand it, and you correct me if I'm wrong, August 23, 2012 was a telephone call between Mr. Scites and an individual at GEICO, apparently Ms. Yuan, who was a sales agent; is that correct?

A Yes.

Q And that conversation led to GEICO both taking an application and selling the policy at that time; is that correct?

A Yes.

Q Okay. Is there any recording of that telephone conversation, like an audio recording?

A Not that I can find.

Q Have you looked for that?

A I didn't because I know that we only store recording for 60 days.
Q Okay. That's a standard GEICO policy --
A Yes.
Q -- or procedure to do that? Okay. So as far as you know that policy and procedure was followed and therefore there is no audio recording at this point in time, correct?
A That is correct.
Q All right. Other than what's -- what may be reflected in the printouts that are currently marked Exhibit 1A and 2, are there any other records that you know of that exist with respect to that telephone call?
A No.
Q Okay. Are you aware of any other telephone calls between Mr. Scites and GEICO, regardless of who initiated those calls, that deal with any sort of discussion of underinsured motorist coverage?
A Calls, no.
Q Okay. I just want to limit this right now to telephone calls. To your knowledge, did Mr. Scites ever meet in person, face-to-face, with any employee of GEICO concerning this policy?
A No.
Q To your knowledge, did Mr. Scites ever meet in person,

face-to-face, with any licensed producer or agent of GEICO with respect to this policy?

A No.

Q **Okay. Is it fair to say that Mr. Scites' communications with GEICO concerning this policy either would have been over the telephone or by mail?**

A That is correct.

Q **Okay. Are you aware of any Internet communications between Mr. Scites and GEICO with respect to this policy?**

A No. There is none.

MR. UTSEY: Let's go off the record and mark these and then we'll announce what we've done.

MR. NEIL: Okay.

[OFF THE RECORD, BRIEFLY.]

MR. UTSEY: During the break what we've agreed to do is to remove from the record the documents that we previously marked as Exhibits 1, 1A and 2. Instead, we have marked two new documents as Exhibit 1 and Exhibit 2 because the newly marked Exhibits 1 and 2 are in color and therefore more legible than the earlier documents. But they are, as I understand it, what's now marked Exhibit 1 is the same record that we have previously marked as Exhibits 1 and 1A. So any

conversations about those, generally, would be applicable. What we've now marked as Exhibit 2 is a better copy of what was previously marked as Exhibit 2. So any general conversations with respect to that document would also applicable. Is that -- am I on the right track, everybody? Everybody agree?

MR. NEIL: Yes.

MR. UTSEY: Okay. Wonderful.

MR. UTSEY:

Q All right. So, Ms. Berridge, let me finish up on a topic that we were discussing just before we took that break. Am I correct that with respect to any offers, acceptances or rejections of UIM coverage under Mr. Scites' motorcycle policy at issue in this case, the communications between GEICO and Mr. Scites would be limited to one telephone call on August 23, 2012 and the documentation that went back and forth by mail?

A Yes.

Q Okay. Now, looking at exhibits, any of the exhibits but specifically Exhibit 1 and 2, Defendant's Exhibit 1 and Defendant's 2, I guess, what can you tell from these records as to what was discussed in the August 23, 2012 telephone conversation with respect to UIM coverage?

A When you go the sales --
Q Let's keep them in order.
MR. NEIL: Let's keep them in order.
DEPONENT: Okay.
Q In fact, why don't we -- I should have gone --
MR. NEIL: Should have marked the page number on it.
MR. UTSEY: Just use a pen to write one through whatever at the bottom corner of each page.
MR. NEIL: While she's doing that, I'm going to get a glass of water.
[OFF THE RECORD, BRIEFLY.]
MR. UTSEY:
Q All right, Ms. Berridge, we're back on the record. You've got one of the exhibits now in front of you. Is that Defendant's Exhibit 1?
A Yes.
Q All right. And you wanted to refer to a specific page there; is that correct?
A Yes.
Q All right. The handwritten page number on that is what?
A Five. I'm sorry, it's not. It's six.
Q Okay.

A Okay. This will be the coverage page. It will be discussed right there. The coverages that the UIM. There is no way for our sales agent to go past that page without selecting any coverages. The system is not built to go -- bypass that without our sales agent selecting any coverages at all.

Q So the agent would have to enter a limit for each of the various coverages. Is that what you mean?

A That is correct.

Q Okay.

A They are required to select coverages. They are required to coverage counsel each call that they received because that's how they are graded on their performance.

Q What does that mean, coverage counsel?

A They have the coverage counsel. They are required to sell their required limits for the state.

Q Okay.

A And they are supposed to advise our customers.

Q The required limits are the mandatory minimum --

A Mandatory --

Q -- limits?

A -- limits.

Q Okay. With respect to UIM in South Carolina, is it your understanding that there is no mandatory minimum

limit?

A No. But everything that is rejected in here they are required to at least offer --

Q Okay.

A -- some sort of coverages. It's up to our customers to reject it and advise the rejection form. We have a procedure in place for that as well.

Q Okay. We'll get to that in a minute. But what you're -- on page 6 of Defendant's Exhibit 1, you see a screen where -- is that Ms. Yuan would be completing this information?

A Yes. And to answer the previous question that you have, how did I know who sold it, you will also see that on Exhibit 1, page 4.

Q Yes, ma'am.

A On the bottom screen it will show her first initial and last name.

Q Okay. Great. That just further confirms that.

A Yes.

Q All right. On page 6, Ms. Yuan has entered various limits for BI, PD, UMBI and UMPD and has put the letters REJ next to UIMBI and UIMPD, correct?

A That is correct.

Q And what that means is that she has entered that the insured is rejecting UIMBI and UIMPD; is that correct?

A That is correct.
Q Okay. And she would have entered that during the August 23, 2012 telephone call?
A That is correct.
Q Okay. At that point in time, had the insured been provided with a form like that which is in Exhibit 3, all the pages of Exhibit 3 except for the top page which is the envelope?
A Yes.
Q The insured already has this form at some point?
A No.
Q Okay.
A He would have been advised of that form.
Q What do you mean when you say advised of that form?
A Once our customer selects to reject, our sales agent will inform our customers that they will have to sign a form to reject it. If they don't return it, then we would have to add that UIM coverage.
Q Okay. What would have led -- what do you know that happened which led up to Ms. Yuan entering REJ on UIMBI with respect to page 6 of Defense Exhibit 1?
A I can only assume that he declines the UIM coverage which is why she put reject.
Q And do you have any knowledge concerning the conversation that led up to her entering REJ there?

A No.
Q Okay. Do you know of anyone who does have any knowledge of that conversation?
A No.
Q Okay. Is it your understanding that under South Carolina law GEICO has a duty to make a meaningful offer of underinsured motorist coverage to its insures?
A Yes.
Q Okay. And what is your understanding of what is required to make a meaningful offer?
MR. NEIL: I'm going to object to the question as being outside the scope of the topics in the 36(b)(6) notice.
A It will be at the time of the sale we can offer the UIM and sending the new business packet.
Q Okay. Is there any part of Defendant's Exhibit 1 or Defendant's Exhibit 2 which reflects any premium that GEICO would have quoted for UIMBI coverage under this policy?
A If he were to -- at this application if we were -- if we actually elected the UIM, he would have gotten the premium right on the spot on this application.
Q Okay.
A It's very specific. Our application is specific to our customer's information based on the questions we ask

and information they provided and it would instantly give you the premium.

Q Let me make sure I understand the sequence. Is the sequence that the insured asks for UIM coverage and then a premium is provided or is the sequence that GEICO says here is the premium if you want UIM coverage and then the customer says I want it or don't want it?

A The way our sales process and procedure is, we provide uninsured UM and UIM coverage. If there's a price objection, that's when our sales agent would say if you do not want UIM you have the option to reject it, which I can go ahead and select reject right here, and it says also here that you have 30-days to send the rejection form and if we did not received it on the 31st day, we will add that back and this will be the premium.

Q Okay. That's what --

A That's standard.

Q That's what sales agents are supposed to say?

A Yes. Everyone there all monitored for it. My team monitors that. I train that.

Q Okay. And so you don't have a record of what Ms. Yuan said, but you're assuming she said that?

A Yes.

Q Is that what you're telling me?

A Yes.
Q All right. So, when she initially began completing the screen that we're talking about at the top of page 6 on Defendant's Exhibit 1, she would have included UIM?
A On the quote, yes. That is correct.
Q Would she have then communicated the amount of the premium that generated for that?
A Yes.
Q Would she have communicated the UIMBI premium separately from the other components of the overall total premium?
A No. It will be included.
Q Okay. In other words, she would say with UIM coverage your premium is X?
A Yes.
Q The total premium?
A The total premium for the whole year.
Q Okay. And then she would give the insured the option of rejecting it and bringing the premium down; is that correct?
A Yes.
Q Okay. Can you tell from any of these records what the additional charge would have been to Mr. Scites if he had purchased UIMBI coverage equal to the liability limits?

A No. But I did went to his old application and I was able to quote it.
Q His old application; what do you mean?
A His -- we have a system called -- once -- this is the sales application. So once it's purchased, we have a record specific to his policy. So when he calls in add motorcycle, change anything on his policy, make a payment, it's his own policy record. It's called Oasis. So when he calls in make payment, add motorcycle, add a driver, make any changes, it's his own policy. I was able to retrieve that.
Q All right. Oasis is just things generated after the policy has already been written?
A That is correct.
Q Okay.
A It's his own policy record.
Q Is Oasis on the computer?
A Yes, it is.
Q Are there any screen prints from Oasis that are contained in Exhibit 1 or Exhibit 2?
A No.
Q Okay.
A This is a part of Oasis.
Q Exhibit 2 is a part of Oasis?
A Exactly. Yes.

Q Okay. What else would you contain in Oasis that we don't have here?

A Pretty much exactly what's on the application. Everything that was in the application. It's just converted into like -- kind of like a prettier system.

Q Okay.

A So anything you see right here as far as the vehicle license information, the coverages that he selected, it will be in that system and then any future payments, any other calls, any addition if motorcycles, it will be in that record.

Q I'm sort of jumping ahead here. But we know that apparently on the 28th of August Mr. Scites mailed to GEICO what's Plaintiff's Exhibit 3 to his deposition. When GEICO received that, is that something that would be entered in the Oasis?

A It will be entered in this policy log which is stamped right here.

Q Defense Exhibit 2?

A Yes. That's correct.

Q Okay. All right. Fair enough. But not Oasis?

A This is a part of Oasis.

Q So, would Oasis have any information that is additional to what we have in Exhibit 1 and Exhibit 2, Defense Exhibit 1 and Defense Exhibit 2?

A No.
Q Okay. And the reason you went back to Oasis was basically to re-quote for lack of a better term --
A Yes.
Q -- what would have happened if you would have been quoting his policy?
A If he were to call and add UIM, yes.
Q All right. As of August 23, 2012 or as of the date that you did that?
A 2012.
Q Okay.
A August 23, 2012 if he were to add UIM, it would have been $165 addition a year in 2012.
Q How difficult was that to do?
A Not difficult at all.
Q Okay.
A As long as the -- the UIM, all of the premium right here that we have is -- the price range for all of the coverages that we have on this application, even in Oasis when he calls, is based on his specific information; the driver, the vehicle, any discounts, surcharges.
Q Okay.
A So if he called in for a quote, as long as we have all of his information, we are able to give him the quote

and that's her job.

Q How much was that did you say, $160?

A 165.

Q Okay. The $165 is six month premium; is that right?

A One year.

Q One year?

A We have a one year policy.

Q Annual, okay. So, $165 a year if he had wanted to purchase UIMBI at 25,000/50,000 limits; is that correct?

A That is correct.

Q All right. Can you tell from any of the records that we've marked here whether Ms. Yuan conveyed that $165 number to Mr. Scites?

A No.

Q Okay. Would GEICO have been able to generate that $165 quote prior to August 27, 2012?

A At the time of the quote, yes.

Q No. I'm talking about August 27th --

A Oh.

Q -- which I guess is four days later, isn't it?

A Yes.

Q Okay.

A Even when he were -- if he received the option form and called us, we would be able to. Any time that he

called us from the day that he purchased the policy or even if it was just a quote, he could have called us anytime 24/7, we would be able to give him the quote and break it down for him. That's our -- all of our sales and service agents are required to quote our customers. If they see any rejected coverages, they are required to provide the additional coverages and break it down.

Q All right. So I've got Plaintiff's Exhibit 2 from Mr. Scites' deposition. It's an August 27, 2012 letter from Taylor Russell, correct?

A Yes, that is correct.

Q And who is Taylor Russell?

A She's one of our technicians.

Q Okay. Have you talked to Taylor Russell about Mr. Scites' policy?

A No.

Q Does she still work for GEICO?

A Yes. She works for me.

Q Okay. Any reason why you choose not to talk to her?

A I don't have no reason to.

Q Okay. August 27 refers to an enclosed form. Do you know whether that form would have been the same form as is included in Plaintiff's Exhibit 3 to Mr. Scites' deposition?

A I'm sorry. Say that again.
Q August 27th letter, Plaintiff's Exhibit 2 to Mr. Scites' deposition refers to an enclosed copy of required option form?
A Yes.
Q Okay. Is that the option form which is within Plaintiff's Exhibit 3 to Mr. Scites' deposition?
A No.
Q Okay. What's different about the form other than the handwritting?
A The pages.
Q Okay.
A Other than -- other than this --
MR. NEIL: Tell him what this is because she can't take it on the record.
Q Yeah. Because she can't take it --
A Okay. The numbers right here, the bottom where it says CGM South Carolina -- oh, take that back. Actually, the policy number. Policy number 4278728674, new policy page 8 of 36. This will be different.
Q Why?
A Because this will be assigned on the new business packet.
Q Okay. So, what you're telling me is Plaintiff's Exhibit 3 contains a form that is identical to a

portion of what was included in Plaintiff's Exhibit 1 to Mr. Scites' deposition?

A That is correct.

Q Okay.

A It's exactly what it is. Only because the barcode. This is a barcode. This is a barcode. This is identified exactly with what's in here.

Q Okay.

A Other than what's on the bottom, this is a standard form that goes out to all of our customers in South Carolina. And the only way this, in fact, option form would be generated is if we have an agreement from the customer to purchase the policy and his policy number will be generated in there.

Q Okay. And Mr. Neil told me earlier that he had brought with him the complete copy of the documents that GEICO's produced. Can you look in there and identify for me the document which would have been enclosed with Plaintiff's Exhibit Number 2 to Mr. Scites' deposition?

DEPONENT: Do you have the documents?

MR. NEIL: We can look.

A I believe it --

MR. NEIL: What am I looking for?

MR. UTSEY: I don't know.

DEPONENT: You're looking for just the

generic --

Q Plaintiff's Exhibit 2 to Mr. Scites' deposition says, and I quote, "For your convenience, we enclosed a copy of the required option forms of those selections highlighted." Now, does that mean that there's a document enclosed with this letter?

MR. NEIL: Let me ask this question. Are you saying, and Skip I hope I'm not going out of turn, are you saying that what was sent with this letter is identical to pages 3, 4 and 5 of Exhibit 3, except it does not have the policy number and the new policy page number on it?

DEPONENT: That is correct.

MR. NEIL: Okay.

MR. UTSEY:

Q What I'm trying to figure out at this point is was there actually an enclosure with Plaintiff's Exhibit 2 to Mr. Scites' deposition?

A Oh yes. There is.

Q Okay. Well, then let's find a copy of that.

A The copy will not be there because I did check.

Q Do you know what happened to it?

A No. All we do is we print a whole bunch of option forms, standard, and mail it to our customers with this letter.

Q Okay. All right. But your belief is that option form would be identical to the option form that was included with Plaintiff's Exhibit 1 to Mr. Scites' deposition and the form, other than the envelope, on Plaintiff's Exhibit 3 to Mr. Scites' deposition?

A Envelope and other than the policy number being here and the new policy pages right here.

Q Okay. Content otherwise would be the same; is that right?

A Exactly the same.

Q All right. And so, if it were the same, it would insofar as the description or rather the offer of optional underinsured motorist coverage, the premiums would have be reflected as a range of $23 to $780 for the 25/50/25; is that correct?

A That is correct.

Q But even though at that time GEICO knew it was $165, correct?

A Yes.

Q Okay. Why didn't GEICO put $165 instead of 23 to 780?

A Because, again, it's a standard form that goes out to all of our customers. We cannot just put a specific premium for just one customer when it's the same form that goes out to all the customers. But we did explain on top that it's a premium range based on the type of

vehicle operator discounts. So there's no way for us to just put the specific premium to just one customer when it's a standard form that goes out to all the customers.

Q Well, you would agree with me that there are a lot of standard forms that y'all use. For example, some of them that are contained within Plaintiff's Exhibit 1 to Mr. Scites' deposition that you have different data entered that alter the form. For example, his name and address is entered, correct?

A Yes.

Q Okay. I mean, the insurance cards, those are standard forms but they add information specific to Mr. Scites and his vehicle, correct?

A Yes.

Q The dec page is a standard form, but it is tailored specifically to Mr. Scites and his vehicle, correct?

A Yes. And shows the premium for the uninsured $91, but it still didn't show right here.

Q Okay.

A This again, it's standard form.

Q Okay.

A But it will show on his dec page.

Q My point being, GEICO could have used a tailored form for purposes of offering underinsured motorist coverage

and include in that in the specific premium, couldn't it?

MR. NEIL: Object to the question as beyond the scope of --

A No --

MR. NEIL: -- 30(b)(6) notice. Hang on. Let me finish my objection.

A I have no idea.

Q Would you agree with me that when you look at the offer form, which is part of Plaintiff's Exhibit 3 to Mr. Scites' deposition, that a purchaser of insurance coverage, a customer of GEICO, could not determine exactly what his or her premium would be for UIM coverage without doing further work?

A Without further work meaning calling GEICO?

Q Calling GEICO or somehow figuring where in that 23 to $780 range his or her premium would fall. Would you agree with that?

A That is correct.

Q All right. In other words, the form itself would not tell the insured exactly what his or her premium would be, correct?

A Yes.

Q Even though GEICO at the time it generated the form knew what that premium would be, correct?

A Yes.

MR. NEIL: Object to the form.

Q All right. Now, is there any communication documented that you can find where Mr. Scites was told that he -- his premium was -- would have been $165 to purchase UIMBI coverage?

A No.

Q Am I correct that from the time of Ms. Yuan taking this application and selling the policy until the time of Mr. Scites' collision, from GEICO's perspective, this policy never had UIMBI coverage; is that correct?

A That is correct.

Q Okay. In other words, it was not ever added on or rolled onto the policy awaiting a rejection, correct?

A Say that again.

Q Wait a minute. That was a terrible question. Was UIM coverage ever added on or rolled onto Mr. Scites' policy because GEICO did not have a written rejection from Mr. Scites?

A No.

Q When did GEICO receive a written rejection from Mr. Scites?

A According to our policy log, page 2, Exhibit 2.

Q Defendant's Exhibit 2 to your deposition, okay.

A Bottom screen.

Q Yes, ma'am.
A First one for September 4, 2012, 11:49 a.m. There's abbreviation right there but it says received a valid option form, postmarked date August 28, 2012, reject additional UM, reject UIM.
Q Okay. And that's Taylor Russell that entered it?
A That's Taylor Russell which is the postmarked date right here of August 28th.
Q Okay. So as of September 4 is when GEICO got that?
A Yes.
Q Okay. Now, when you -- I know I'm jumping around a little bit. Let's look back at Plaintiff's Exhibit 3 to Mr. Scites' deposition. There's a checkmark next to the box, I wish to reject the offer of option underinsured motorist coverage. That's on the second page of the form, right above the signature. Do you know who checked that box?
A I can tell you it's not what -- it's not us.
Q Not anyone on behalf of GEICO?
A It's not anyone on behalf of GEICO.
Q Would it be an employee of GEICO, an agent of GEICO or a licensed producer of GEICO --
A It wouldn't be anyone who --
Q -- that made that --
A -- works for GEICO.

Q Do you know who made that checkmark?
A I can only tell you that it would be the policyholder.
Q You would expect it to be the policyholder?
A Yes.
Q But do you have any personal knowledge that it was in fact the policyholder?
A No. I would think it will be the policyholder since he mailed it to us and signed it.
Q Right. I understanding what you're assuming and I'm not saying you're right or wrong. I'm just trying to figure out what you know based on your records and information on this case. You're telling me that you know that it is not a mark that was made by or on behalf of GEICO. Is that fair to say?
A Yes.
Q Okay.
A I can tell you why. All of our forms are received and it is scanned to our image -- to our system and there is no way for us to actually check the boxes after it is imaged. There's no way.
Q Okay. How about before it's mailed to the insured?
A No. There is no way because even with this one this is the exact copy of what's in here and this is a blank form.
Q In Defendant's Exhibit 1?

A Yes.
Q Excuse me, Plaintiff's Exhibit 1?
A This is the exact one where it says page 2 of 3 which is exactly what it says right here, has the policy number, policy number, new policy, exact match of new policy of page 8 of 36. Next page says the same thing, page 3 of 3. The barcode right here matches the barcode right here.
Q How do you know that? Did you scan it?
A I don't have to scan it. It actually shows right here.
Q You're just looking at it, you mean?
A Yes.
Q Okay.
A The barcode, everything. New policy page 9 of 36 match exactly this barcode that's in here when it was printed on our mail facility batches this. So this is exactly this one right here which is a blank form.
Q Okay. Now, I want to go back for a minute to Plaintiff's Exhibit 2 to Mr. Scites' deposition. If I understand your previous testimony, you believe that another copy of the offer form without the pages and whatnot at the bottom, would have been enclosed with this letter?
A Yes.
Q Why do you believe that?

A Because that is the standard process that I put in place.
Q Okay. The letter itself, I'll let you look at that copy, Plaintiff's Exhibit 2 to Mr. Scites' deposition. It says first of all, in order to maintain the coverage and limits you requested when your policy was initiated, a completed option form is required. Next it says, for your convenience we enclosed a copy of the required option form with those selections highlighted. Now, is this letter not referring to what had been enclosed on -- with what was marked as Plaintiff's Exhibit Number 1 to Mr. Scites' deposition?
A No. Because they won't have any access to all of this packet.
Q Okay. Well, isn't it true that GEICO did enclose a required option form with Plaintiff's Exhibit Number 1?
A Just the option form itself, but not this whole packet. Just the rejection form, I mean.
Q Bear with me because I think we might --
A I'm sorry.
Q We might be communicating and I may be confusing things. Let me start over so there isn't any confusion.
A Okay.
Q Plaintiff's Exhibit 2 uses the past tense. It says,

"For your convenience we enclosed a copy of the required option form." Do you see that?
A Yes.
Q And it is true that the required option form was enclosed with the August 24, 2012 mailing which is marked as Plaintiff's Exhibit 1, correct?
A Yes.
Q Okay. You believe it was also enclosed again with Plaintiff's Exhibit 2, right?
A Yes.
Q But you don't have a copy of that in GEICO's files, correct?
A No.
Q Is there anything else about Plaintiff's Exhibit 2 that states that the form was actually enclosed with this letter?
A Nothing other than what it states on the letter.
Q Okay. In fact, it refers to if you've already returned your completed option, please disregard this correspondence. So isn't it talking about the form that was previously sent?
A It could be, yes.
Q Okay. It also says that on the enclosed a copy of required option form, it says with those selections highlighted. What does that mean?

A It just says highlighted where the signature is.
Q I mean, do you see any highlighting on Plaintiff's Exhibit 1?
A Where's the exhibit?
Q This is Plaintiff's Exhibit 1.
A No.
Q Do you see --
A There won't be no -- nothing highlighted there.
Q Why not?
A Because this actually is printed from our mail facility and this is coming from our Virginia Beach office.
Q Who would have highlighted anything on Plaintiff's Exhibit 1?
A No one.
MR. NEIL: Object to the form.
Q Okay. Who would have highlighted anything on any enclosure with Plaintiff's Exhibit 2?
A Taylor.
Q Okay. And you just don't have a copy of that, right?
A No.
Q What did she highlight? Do you know?
A No, I don't know.
Q Okay. So she would have had the ability physically to go in and highlight something on that form?
A Yes. But what she would have highlighted will be just

the required selections pretty much and we usually would highlight the signature dates, so they know which one they're supposed to sign.

Q Okay. And when you highlighted, you mean she takes a highlighter --

A Marker.

Q -- and marks it?

A Yeah.

Q Okay. And so she had the physical form before she mailed it and she highlighted it with a highlighter?

A Absolutely.

Q And she could have also have crossed out the premium and written in $165 too, couldn't she?

MR. NEIL: Object to the form.

A She could.

Q She didn't, did she?

A I'm not sure. I don't know.

Q Okay. All right. GEICO has no proof that she did that, correct?

A I don't have a copy of the form.

Q Okay. I believe I asked you this, but let me make sure. I'm looking now back at Plaintiff's Exhibit 1 to Mr. Scites' deposition on, I guess, you call it the dec page. It would be new policy page 5 of 36. Okay?

A Okay.

Q When GEICO typed insured rejects next to underinsured motorist bodily injury on that page, did GEICO have a signed rejection form from the insured?
A No.
Q Had GEICO provided the insured with a written explanation of underinsured motorist at that time? At the time it typed insured rejects?
A No.
Q Okay. Had GEICO provided the insured with any written offer of underinsured motorist coverage at the time it typed insured rejects on that page?
A No.
Q Have you gone through the documents that have been produced to us in discovery on this case? Have you looked to see what Mr. Neil has provided to us?
A Yes.
Q Okay. And do you know whether all of those are complete and accurate copies at least to the extent we can get --
A Yes.
Q -- the resolution of those? Okay. Do you know whether there are any documents related to Mr. Scites' policy that we've asked for have not been provided to us?
A No.
Q Other than the telephone conversation that we've

already discussed between Mr. Scites and Ms. Yuan and the written documents that we've marked here as exhibits today, are you aware of any other offer of underinsured motorist coverage by GEICO to Mr. Scites with respect to the policy at issue in this case?

MR. NEIL: Object to the form of the question.

A Not that I'm aware.

Q **Other than the document that is part of Plaintiff's Exhibit 3 to Mr. Scites' deposition, are you aware of any other purported rejection of UIM coverage, in writing, by Mr. Scites?**

A Say that again.

Q **Other than right here what you've got, Plaintiff's Exhibit 3 to Mr. Scites' deposition, are you aware of any other written rejection of UIM coverage by Mr. Scites?**

A No.

Q **Okay.**

MR. UTSEY: I want to take a break and just glance over these to make sure I haven't missed something that I couldn't interpret earlier.

MR. UTSEY: Okay.

MR. UTSEY: Hopefully, I'm winding up. I know you need to get on the road and I'm trying to

move along, too.

MR. UTSEY:

Q Let me do ask you this before we take a break. I'm sorry. I'm trying to understand what we would need to look at on Defendant's Exhibit 2 or to the extent necessary, Defendant's Exhibit 1, to try and figure out this telephone call with Ms. Yuan and Mr. Scites and how long it lasted. Okay? That may be when it began, may be when it ended or any information we can find along those lines. Part of my confusion stems from the fact that I'm accustomed to reading these computer screens.

A Okay.

Q Again, on Defense Exhibit 2, page 1. The earliest time I see is 10:50, 33 seconds, a.m. Do you know what time reflects on that screen?

A Let me --

Q Sure.

A -- just look at the application as well.

Q Okay. That's where I'm looking at there.

A I cannot tell you exactly what time. All I know it's prior to 10:50. Only because we have on the application which is what we call -- on page 4 of Exhibit 1.

Q Defense Exhibit 1, okay.

A Yes. On bottom screen where it actually says the jury number. This is actually where she would have to come into here and actually have a time stamp of the 10:50 which is at least half way through the application.

Q Okay. So, the time stamp is?

A 10:50.

Q Okay.

A So it would be prior to 10:50. That's the only thing that I can tell you. That means, like, with this page right here she would have gone to the screen first, second, third, fourth, fifth and sixth and then seventh, seven pages, and then go to the eighth screen and there would be a stamp of 10:50 in there. So I cannot tell you how long it took her to type in all of the information and what Mr. Scites gave her.

Q Okay.

A I don't know.

Q Now, there's a number in the top left-hand corner of each screen print. Like on page one that number is PASSR02 and then --

A Yes. That's the pages.

Q The pages within the computer?

A Yes, the screen pages.

Q Okay. Why does this begin with a two?

A Because the first screen is the application itself that

says welcome to our motorcycle application.

Q It's just a generic screen that's not --

A It's a generic screen, yes.

Q It doesn't have any information specific to Mr. Scites' policy?

A No.

Q Why are two pages numbered two then?

A Because it's kind of like relating to the same thing, but it's two screens. So you have to go page one, page two. It's still just one application.

Q All right. What happened to page six?

A Honestly, the way our system works it's just the pages are different. But really it's page one, two, three. The way they program it, I don't know how.

Q So it's not sequential, necessarily?

A No.

Q Are these -- despite the fact there's not a continuous sequential one through whatever, are these in order as if you went through the computer?

A It is. This is in order. Just the application shows it says pass two, pass two, pass three. I don't know why that shows, but really this is how it will show.

Q Okay. So they're in numerical order. It's just that every page doesn't -- every number isn't represented by a page?

A Yes.
Q Okay.
A I don't know why.
Q Now, can you tell what time that the telephone call ended? I think I may have asked you that earlier, but I'm still a little confused?
A It would actually tell you when the payment was taken which is right here, 11:04. It says credit card payment right here. So that will be when it ended because that's when the payment actually -- actually, it will be -- payment was actually recorded at 11:13.
Q You're looking at?
A Page 2. I'm sorry.
Q Of Defendant's Exhibit 2?
A Yes. On the top.
Q All right. I'm looking at that, too. It says credit card payment of $51.50?
A Yes.
Q Okay. Just below that is an entry of 11:04 a.m.
A Yes.
Q Sales agent. What is that, CLL?
A Sales agent called in regards to advise unable to process the payment with the sales system which is this motorcycle system, verified the payment with Mr. Policyholder. Mr. PH declined auto pay.

Q What does this mean that the sales agent initiated a call to Mr. Scites?

A No. That actually -- no. That actually means that our sales agent called our service department.

Q Okay.

A And as you can see right here, it would be two different ID numbers. The first ID on Exhibit 1, where it says U88RDL, that is the person who sold policy which is Lisa Yuan.

Q Okay.

A But she's unable to take the payment over the motorcycle application, so instead she called her service department. Because once a policy is sold, it generates like I said the Oasis application. So she can call our service department and that U88 right there will be our service agent. Any communication between the sales and the service or with our customers, it's all logged in here.

Q Okay. So this reflects the service department receiving a call from Ms. Yuan or --

A Yes, from Ms. Yuan. Yes. Pretty much that's the service agent's documentation saying that the sales agent called in regards to advise unable to process the payment because usually the first payment is taken by the sales agent on the motorcycle application, which is

the sales application. If they are unable to do that, once a policy's generated and we already have a system assigned to Mr. Scites, if there's issues with the payment, they can call the service and the service can take that payment on his own application, which is the Oasis and that's where the payment was taken.

Q And who is the U88ADT?

A I did not check that.

Q All right. It looks like -- it says by MAPACE. Is that someone's name or initials?

A Yes.

Q Does that ring a bell with you?

A I'm sorry. No. We have a lot of agents there.

Q Okay. So, you don't know anybody with the last name Pace or Apace or anybody?

A I mean, I know the last name but I don't know the person itself.

Q Is it fair enough to say that you haven't talked with that person about this?

A No.

Q All right. So in that entry does that mean that Mr. or Ms. Pace or whomever that service agent would be, they in turn called Mr. Scites?

A No.

Q Okay.

A No.
Q All right. What does verified payment with Mr. Policyholder mean?
A Verified payment, which means our service agent talked to Mr. Scites just asking that it's okay to take the payment. We cannot just take a payment without talking to the customer.
Q How did he get in touch -- or she get in touch with --
A That means Mr. Scites was still on the line with the sales agent.
Q Okay. And what is auto-pay? Where it's extracted every month or something?
A Yes. Automatically taken from your credit card or your checking account.
Q Okay. So at -- you believe at 11:04 a.m. then Mr. Scites is still on the line. They're trying to get the credit card processed?
A That is correct.
Q And then by -- am I reading this correctly? By 11:13 a.m., the payment has been processed?
A Yes.
Q Actually, if we go back to the previous page, that may have been processed as early as 11:04 also; is that correct?
A I always go by the payment stamp of 11:13.

Q What is page 1 of Defense Exhibit 2, the bottom screen?
A This one actually just shows it was credit stored, but it looks like it didn't go.
Q What's that second entry there right below it?
A Which screen or which page are you looking at?
Q The last one on the first page.
A Oh, this one right here?
Q It says credit card payment of 51.50. Is that where it was attempt -- it's got a confirmation number. Can you tell if the payment went through at 11:04 is what I'm trying to figure out?
A Yes. That is the -- yes. That's when it was taken at 11:04 because there's the confirmation number?
Q Okay.
A Confirmation number, yes.
Q So, looking to all these -- just trying again to figure out how long this call lasted. We know that the call was ongoing from 10:50 until 11:04. But you believe it stated before 10:50; is that correct?
A Yes.
Q Okay.
A It did.
Q So we can account for 14 minutes that Mr. Scites was on the phone according to these documents but just based on experience you would think that it would have been

longer than that?

A It would have been longer than that because that stamp of 10:50 that's in the middle of the application. You cannot go to the middle --

Q You can't jump forward?

A -- of the application -- no, you can't. You cannot go in without putting any information. It won't let you go -- skip a page.

Q Okay. All right.

MR. UTSEY: Let's take that break I promised a couple of minutes ago and I'll review these to see if we can wind up. Thank you.

[OFF THE RECORD, 2:07 P.M. - 2:10 P.M.]

MR. UTSEY:

Q Referring back to Defendant's Exhibit 1.

A Okay.

Q Which I believe is application.

A Application.

Q Handwritten page number 12. Top screen on that page it says completed and signed application and under the column received it says end. Tell me what that means.

A It says that we have not received a completed and signed application form.

Q Okay. Option form end. What does that mean?

A That means we have not received one.

Q Okay. And what does -- when it uses the term option form on that screen, what is it referring to?
A The rejection form.
Q Is that the offer of optional uninsured and underinsured motorist coverage?
A That is -- it's talking about -- this option form is -- give me one second, seven, eight, nine. This is what we call option form.
Q Pages 7, 8 and 9 of Plaintiff's Exhibit 1?
A Yes.
Q Okay. What is the date and time of the screen that I was just asking you about on page 12 of Exhibit 1?
A Date?
Q Defense Exhibit 1.
A It doesn't tell you the date and time, but this is all together so it would be on the date of the application.
Q August 23rd?
A August 23, 2012.
Q All right. Looking at the option form -- first of all. How many vehicles were insured under this policy?
A I believe there's only one.
Q Okay. And what was the liability coverage purchased?
A 25/50/25.
Q That's the state minimum limits in South Carolina?
A Yes.

Q Okay. On the option form, and here I'm looking at Plaintiff's Exhibit 1 to Mr. Scites' deposition, page 8 of 36. What options did GEICO offer to him with respect to underinsured motorist coverage?

A On the option forms, standard 25/50/25. 50/125/100/350.

Q All right. Could GEICO actually have sold him 50,000/100,000/125,000 or 100,000/300,000/50,000 if he'd selected those options?

A No.

Q Why not?

A Because we would have to match what he's got on underinsured with his UM.

Q His underinsured has to be same as UM?

A Yes, that's the way it shows.

Q Why is that?

A Because that's what the state requires us to do.

Q Okay. Does it say that somewhere on the form?

A I believe it says -- let's see. It doesn't say it matched uninsured. It only says that it has to match the limits of your liability coverage. So if he were to select 100/300 and he has actually 25/50, then he cannot do it. We would have to either increase his bodily injury to match it.

Q So if he'd signed this and indicated 100/300, for

example, and returned that to GEICO, what would GEICO have done?

MR. NEIL: Object to the form. Again, beyond the scope of the notice.

A Then it would be an invalid form.

Q What happens when you get an invalid form of that?

MR. NEIL: Object to form. It's beyond the scope of the notice.

A We would give him a call.

Q Okay.

A And send him a new form.

Q But looking at page 7 of 36 on Plaintiff's Exhibit 1, it says, "The limits of optional underinsured motorist coverage are shown on this form together with the additional premium ranges for those limits." Did I read that correctly?

A Yes.

Q Is that accurate though in respect to this policy?

MR. NEIL: Object to the form of the question.

A I think so, yeah.

Q So the various options were available to him, the 100/300 and the 50/100?

A That's what we have.

Q Okay. It's just the way this is a form document and

that's the way it's generated? Is that what we're talking about?

A That is correct.

Q Okay. And then it goes on to say, you may not purchase underinsured motorist coverage with limits in excess of your liability limits, correct?

A Yes. That's what it says.

Q Okay. So, if that's true, then he could not have selected 50/100 or 100/300 limits on UIM, correct? That's your understanding?

A Yes.

Q Okay. Do you know why they were still listed on the form if he couldn't have purchased them?

A Again, it's a standard form. Not everybody actually just puts 25/50.

Q Okay.

A I mean, it's a standard form and like I said it's statewide form. So I cannot answer that way.

Q All right. Is it fair to say that with respect to the offer of optional underinsured motorist coverage on page 8 of 36, the only options that Mr. Scites was given by GEICO that he could have accepted given the fact that he had 25/50 in BI coverage, rather the 25/50 for UIM or rejection of UIM?

A I wouldn't know. I cannot answer that for you.

Q Okay. Why not?
A That is a standard form that we have. If he wanted to -- wanted higher limits, we would either give him a call. If he were to select 100/300 right now, which is higher than his BI, it is standard for my team to give a courtesy call to our customers.
Q And say you can't have limits that high unless you increase your BI limits?
A Yes. And we will give them the premium. And if he says yes or no, we will go ahead and send him the forms again.
Q Okay. So the only way he could make a choice that wouldn't require additional work -- he's got four boxes here that he could check, correct?
A Yes.
MR. NEIL: Object to the form.
Q Okay. And he could have checked the reject box in which case GEICO doesn't put UIM on the policy, right?
A That's correct.
Q He could have checked the 25/50 box in which case GEICO would have put 25/50 on the policy, correct?
A That is correct.
Q The other two boxes GEICO would not have increased his UIM coverage without first talking to him and asking him if he wanted to increase his BI coverage; am I

correct?

A That is correct.

Q All right. Are there any other offers of any coverage amounts for UIM coverage that are not reflected by the four boxes that are listed on page 8 of 36 in Plaintiff's Exhibit Number 1?

A Not that I'm aware of.

Q Now there is -- on the next page, 9 of 36. The South Carolina Department of Insurance, which you're provided with contact information there, if Mr. Scites had attempted to contact the South Carolina Department of Insurance, would it have been able to provide him with any clarification on the amount of premium that would have been charged by GEICO for him to purchase UIM coverage of 25,000/50,000/25,000?

MR. NEIL: Object to the form. It is beyond the scope of the notice.

A I'm not sure. I don't know that answer.

Q Okay.

Q Tell me again your job title. Underwriting?

A Trainer.

Q Trainer, okay. And what are the responsibilities of that job?

A Just training on procedures.

Q And do those procedures include offers of underinsured

motorist coverage in South Carolina?

A It actually just includes validating forms, rejection forms, not just in South Carolina.

Q Okay. Well obviously, I'm not interested in any other state. I know that your job's more expansive than the topic we're talking about here today. I want to focus on the topic we have here today which is offers of underinsured motorist coverage by GEICO inside Carolina only.

A Okay.

Q Okay. Does your job include training folks with respect to doing that process?

A Yes.

Q Okay. And is it limited to the forms?

A Yes.

Q Do you provide --

A I'm sorry. Not just to the forms. Well, adding coverages. Once -- if, let's say we don't receive the form then adding the required coverages.

Q All right. I've heard some carriers calling that rolling it on. Is that what y'all call it or adding it on?

A Rolling on.

Q Okay. So that's what you're talking about is rolling on coverage when you don't have a valid rejection?

A Yes.
Q All right. Do you train anyone with respect to oral offers of underinsured motorist coverage to insurers?
A You mean on my team on the underwriting side or --
Q Anybody you train.
A Say that again.
Q Okay. As I understand you're a trainer, so you have different people you train, right?
A Yes.
Q Any of the people who you train, do you train them with respect to oral offers of underinsured motorist coverage in the State of South Carolina?
A To make outcalls, yes.
Q Okay. What do you train on?
A If we don't receive the option form, they are making calls to our customers just to remind them of the option form.
Q Okay.
A The rejection form.
Q Do you train them on how to explain underinsured motorist coverage over the telephone?
A No. If they wanted to -- if they wanted an explanation, then we transfer them to the service agents.
Q Okay.

A Right there on the spot.
Q Service agents provide those kinds of explanations; is that right?
A Yes. Because if they wanted to add it, they are to add it right there and then and break down the premiums if they wanted -- if they're on an installment pay plan.
Q Okay. So that the distinction among or between the departments is the sales department or underwriting department versus service department. Am I understanding that correctly?
A Yes.
Q Okay. Do you train anybody in the service department?
A No.
Q So would anyone in your department have received training on how to explain the nature of underinsured motorist coverage to a customer like Mr. Scites who might be on the phone looking to buy a policy?
MR. NEIL: Object to the form. It's beyond the scope of the notice.
A No.
Q You talked about a lot of sort of the process you use internally. For example, you send everything out in a group of documents like Plaintiff's Exhibit 1 and if you don't get back a form within so many days, you roll on the coverage?

A Yes.
Q And if somebody fills out a form improperly, they get a phone call. Those kinds of, what I call the process; is that fair to say?
A Yes.
Q Is this process documented anywhere within GEICO? In other words, is there like a policy and procedure or anything like that that says if this, then this is what you do?
A Yes, we do.
Q Okay. What is that called?
A It's called our option form handling.
Q Okay. And so if I was going to want to take a look at that and send a request to Mr. Neil for it, would I just say send me the option form handling process for South Carolina or is there another name I should use?
A It will be option form handling. It's a big file.
Q X what file?
A It's a big file.
Q Oh, it's a big file. I thought you said XJ5. I thought it was like a Jaguar or something.
A That's my baby.
Q Okay. You have any other information concerning Mr. Scites' policy with respect to the offer, acceptance or rejection of underinsured motorist coverage other than

what we've already discussed or documented with these exhibits?

A No.

Q And do you believe that GEICO has any other documentation or information on those topics, other than what we've discussed or what's been produced to us in this case?

A Other than the application, the declaration page, and the option form, no.

Q Okay. Thank you. I don't have any other questions.

CROSS EXAMINATION

MR. NEIL:

Q Rose, I have a few questions. I believe you testified earlier, and I want you to correct me if this is incorrect, it's my understanding of your testimony earlier that at the time Mr. Scites or any person calls GEICO to purchase a motorcycle policy, the coverages that are initially provided are liability, underinsured and uninsured; is that correct?

A That is correct.

Q And then if they want to reduce their premium, they're told that there are mandatory coverages that they have to have, but they can remove optional coverages; is that right?

A Yes, that is correct.

Q Okay. And they are then told what the reduction in premium is based on the removal of the coverage that they asked to have removed; is that right?

A Yes.

Q Okay. So in order for Mr. Scites specifically to have figured out what the UIM premium would be, all he would have to do is subtract the first premium that was given from the premium that was given after the removal of the underinsured coverage?

A That is correct.

Q Okay.

A Exactly what they do is -- and the reason I know is because we monitor the call. What they will do is -- our agents will tell the customers this is your premium and if they have a price objection or if they say well, that is too expensive or whatever, that's when they will say okay, well you can reduce it by this. But they would advise the customer you have 30 days to send in the option form. If you don't, they are to advise the customer we would add this coverage again and there will be an addition premium and they will tell them what the premium is.

Q Okay. And so at that time Mr. Scites would have known what the premium would be for his underinsured coverage?

A Yes.

MR. UTSEY: Object to the form.

A Every call that they get they are advised and they are instructed to advise the customers what the premium would have been if an option form is not received and what the premium would be.

Q Okay. I'm going to ask it a different way because Mr. Utsey objected to my question. Is there a point on every single call when a person is trying to purchase a motorcycle policy where they are told how much the underinsured premium is?

A Each and every call they are told what their premium is.

Q Now we talked about the letter that Taylor sent. I forget Taylor's last name.

A Russell.

Q Taylor Russell. You said -- you referred earlier to, what I think you said was a stack of generic offer forms or something like that.

A That is correct.

Q Okay. Tell me what the stack of generic offer forms is.

A It's just a standard form that is filed and approved by the state that we send to all of our customers.

Q Is that form the same form that we see on pages on 7, 8

and 9 of Exhibit 1, Plaintiff's Exhibit 1, except that that form would not have new policy page numbers on the bottom right corner and would not have the policy number in the middle of the bottom of the page?

A No. It won't have the policy number. It won't have the policy number, the new policy number. It won't have this barcode, all of this barcode right here.

Q Okay. Is the substance of the form that you see on pages 7, 8 and 9 the same as the form that would have been sent by Taylor Russell to Mr. Scites?

A Same exact one.

Q Okay. The only thing that's different if I understand you correctly -- well, let me ask you a different way. Is the only thing that's different the page numbers, the policy numbers and the barcode?

A Yes.

Q Okay. And when you talk about her having a stack, do you mean she literally has a physical stack of documents sitting on her desk or somewhere?

A Yes.

Q Okay. And she would just pick up a form, include with the letter to Mr. Scites and stick it in an envelope and mail it?

A Yes. That was her job.

Q All right. I think the last thing I want to ask you --

I think that Mr. Utsey got the same line of questioning, but I want to make sure that I understand exactly what you're saying. The form that is the last three pages of Plaintiff's Exhibit Number 3 is sent to Mr. Scites and every other motorcycle applicant, motorcycle insurance policy applicant in South Carolina; is that right?

A That is correct. It is sent to all of our customers actually and all of the new business what are they -- at the time of sale, what they actually wanted underinsured or not. An option form is always included.

Q Okay. And included within the instructions that are provided for that form on this page, what's marked here as page 7 of 36, are the last three paragraphs which deal with what underinsured motorist coverage does and how you purchase it or reject it, right?

A That is correct.

Q Okay. Can you read for me the last sentence of the fifth paragraph? This is the fifth paragraph, right? One, two, three, four, five. Can you read for me the last sentence in that paragraph?

A "Your motor vehicle insurance policy will include underinsured motorist coverage equal to your bodily injury and property damage liability limits unless you

complete, sign and return this form indicating that you have made a change through your underinsured motorist coverage. The limits of optional underinsured motorist coverage are shown on this form together with the additional premium ranges for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits."

Q Okay. And that instruction would be sent to Mr. Scites and every other insured --

A Every other insured --

Q -- in South Carolina?

A Yes.

Q All right. I think that's all I've got. Thank you.

MR. UTSEY: Give me one second.

[OFF THE RECORD, BRIEFLY.]

RE-DIRECT EXAMINATION

MR. UTSEY:

Q Ms. Berridge, the only thing I wanted to ask you about is in response to questions of Mr. Neil a moment ago. If I understood you correctly, you said that any customer would be told the additional premium for underinsured motorist coverage in every call about purchasing a policy, if I understood you correctly.

A That is correct.

Q Okay. And is it your sworn testimony that someone told

Mr. Scites the amount of the additional premium to add UIM coverage in his situation?

A At the time of the sale?

Q Yes.

A Yes.

Q And how do you know that that's true?

A Because that is what they are required to do. That's in their process.

Q All right. There's a difference, wouldn't you agree, about something -- what somebody should do and what somebody did do sometimes, correct?

A Yes.

Q Okay. Are you just telling us that's what should have happened?

A That's the procedure -- that's the standard procedure.

Q Okay. I understand what you're telling me there. I understand that that's what should have happened. How do you know that it did happen?

A I don't know. I couldn't tell you that since I did not have the recording any more.

Q Okay. That's all I have. Thank you.

MR. NEIL: Nothing further.

(WHEREUPON, THERE BEING NO FURTHER QUESTIONS, THE DEPOSITION WAS CONCLUDED AT 2:34 P.M.)

(DEPONENT HAS RESERVED READING AND SIGNING.)

STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF COLLETON)

BE IT KNOWN THAT I TOOK THE FOREGOING DEPOSITION OF ROSE BERRIDGE;

THAT I WAS THEN AND THERE A NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA-AT-LARGE;

THAT BY VIRTUE THEREOF I WAS DULY AUTHORIZED TO ADMINISTER AN OATH;

THAT THE WITNESS WAS BY ME FIRST DULY SWORN TO TESTIFY THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH, CONCERNING THE MATTER IN CONTROVERSY AFORESAID;

THE FOREGOING TRANSCRIPT OF 85 TYPEWRITTEN PAGES REPRESENTS A TRUE, ACCURATE TRANSCRIPTION OF THE TESTIMONY SO GIVEN AT THE TIME AND PLACE AFORESAID TO THE BEST OF MY SKILL AND ABILITY;

THAT I AM NOT RELATED TO NOR AN EMPLOYEE OF ANY OF THE PARTIES HERETO, NOR A RELATIVE OR EMPLOYEE OF ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES HERETO, NOR INTERESTED IN THE OUTCOME OF THIS ACTION.

WITNESS MY HAND AND SEAL THIS 5TH DAY OF FEBRUARY, 2016.

Amy Freeman

AMY GODLEY FREEMAN
LOWCOUNTRY COURT REPORTING
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES SEPTEMBER 22ND, 2024.

*THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT CASE NO.: 2017-CP-07-00241

JAMAR MARKEL BRONNER

Plaintiff

vs.

GEICO INDEMNITY COMPANY

Defendant

_____/

The deposition of STEVEN STEWART was held on Thursday, April 26, 2018, commencing at 2:00 p.m., at GEICO, 5260 Western Avenue, Chevy Chase, Maryland 20815, before Alvin Ecarma, Notary Public.

APPEARANCES:

ON BEHALF OF THE PLAINTIFF:

BERT G. UTSEY, III, ESQUIRE (Via telephone)
Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.
123 South Walter Street
Walterboro, South Carolina 29488
Telephone: 843-549-9544
Email: butsey@pmped.com

ON BEHALF OF THE DEFENDANT:

THOMAS H. MILLIGAN, ESQUIRE (Via Telephone)
Milligan & Pogue, PC
721 Long Point Road
Suite 401
Mount Pleasant, South Carolina 29464
Telephone: 843-619-0314
Email: tom@milliganlawfirm.com

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Deposition of STEVEN STEWART

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NO EXHIBITS MARKED

PROCEEDINGS

Whereupon,

STEVEN STEWART

called as a witness, having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

EXAMINATION BY MR. UTSEY:

Q Mr. Stewart, again my name is Skip Utsey, and as you probably know, I'm the attorney representing Jamar Bronner in this lawsuit. The purpose of us being here today is to take your deposition. Have you ever provided a deposition before in any other cases?

A I have not.

Q Okay. I'm sure Mr. Milligan has explained the process to you, but I want to go over a few things with you to ensure -- hopefully, you and I will be able to communicate effectively and efficiently because my goal is not to make this any longer than necessary, which I assume would come as good news to you. I'm going to ask you a series of questions. Most of those are going to relate to the subject matter in the affidavit that you previously signed and filed in this case. The purpose of my asking you these questions is to gain information

concerning this case that you have that I may not have. I explain that to you so that you will understand that I don't have some other ulterior motive in taking your deposition here today, and specifically, I'm not noticing your deposition for the purposes of inconveniencing you or just to be a pain in your neck. I'm not taking your deposition in an effort to ask you any kind of trick questions or to get you to provide me any information that's inaccurate or anything like that.

And I give you that backdrop because as we go through the deposition, there's a good chance that I'll ask a question or two that really aren't very good questions, and they may sound confusing or they may be confusing. If that happens, I'm telling you at the outset: Stop me and let me know. I'll be happy to repeat, rephrase, reword, explain, do whatever to the questions to make sure that they're not confusing and that you understand them before you answer them. Is that fair?

A That's fair.

Q Okay. I can't promise you I won't ask a confusing question, but I can promise if I ask you a confusing question, it'll be unintentional on my part. I have learned through experience that doing

telephone depositions like this while easier for everyone in terms of travel, can sometimes become a little difficult with respect to communication, primarily if more than one person is talking at the same time. I'm going to do my best not to talk over you, but if, at any point, I begin talking before you've finished testifying or talking, please let me know and I'll be quiet and I'll wait for you to finish before I ask my next question.

A Okay.

Q I may do the same thing to you. If you think I'm finished and you start answering a question prematurely, I may interrupt you and tell you to wait a minute, and it's not because I'm being rude. It's simply because I want to make sure everything is accurately heard by the court reporter and transcribed for the record, okay?

A Absolutely.

Q This should not be a big issue over the telephone, but sometimes during a deposition, a witness will answer a question with something like "uh-huh" or "uh-uh," rather than "yes" or "no." If that happens again, I may interrupt you and ask you for clarification. It's not because I'm being rude. It's simply because I want to be sure your testimony

is transcribed accurately, okay?

A That's fair.

Q If at any point during the deposition you'd like to take a restroom break or any other type of break, please let me know and I will be happy to accommodate you. I am required to advise you that one of our rules, however, is that if you have any conversations with anyone during the course of the deposition including any breaks during the deposition, I'm entitled to ask you about those conversations, and that includes conversations that you might otherwise consider confidential such as attorney-client communications. Do you understand that?

A I do.

Q Okay. Where are you located right now please, sir?

A I'm in Chevy Chase, Maryland.

Q Okay. And who is present with you?

A The court reporter.

Q Anyone else?

A No. Just the two of us in a conference room.

Q Okay. Will you agree to let me know if you have any communications with anyone outside of

the folks who are on the telephone line and the court reporter -- that during the course of the deposition, that you'll let us know if you're talking or communicating with anyone else?

A I will.

Q Okay. Great. Do you have any other questions about this process before we actually get into the meat of it?

A I do not, no.

Q If at any point, you have a question about what we're doing, the procedure, or any of my questions, please stop and let me know and I'll do my best to answer for you, okay?

A Okay.

Q Are you feeling well enough to give your deposition today?

A I am.

Q Have you taken any medication or are you affected by anything else that might influence your ability to hear my questions, to understand my questions, and respond truthfully to my questions?

A No.

Q Is there any reason you know of that we can't go ahead and proceed and complete your deposition this afternoon?

A No.

Q Right. I'm not sure whether I asked your full name earlier, so let me go ahead and back up and ask that background information.

A Okay. So my full name is Steven Alexander Stewart.

Q And I understand you go by "Alex"?

A That is correct.

Q Where do you reside, Mr. Stewart?

A I live in Alexandria, Virginia.

Q Where are you from originally?

A Virginia Beach, Virginia.

Q What is your date of birth?

A 5/8/88.

Q What is your educational background?

A Some college.

Q How far did you go in school?

A Sophomore.

Q And was there a particular type of study or was it general studies?

A Business management.

Q Since that time, have you had any formal education?

A Like what do you mean? Like, I mean, I'm enrolled as a student and take college courses

currently and seek professional development.

Q What type of college courses are you currently taking?

A I'm not -- with the spring semester just ending, nothing in the summer, but in the fall I will pick back up.

Q Okay. What are -- are you working towards a degree?

A I am. Bachelor's in business management.

Q Okay. Where are attending school?

A Tidewater Community College.

Q And I understand you're employed by GEICO; is that correct?

A That is correct.

Q When did you begin working at GEICO?

A June of 2007.

Q And would that have been about at the same time you stopped going to college full-time?

A That's when I graduated high school actually.

Q Okay. Have you worked continuously with GEICO since that time?

A Yes.

Q Just briefly, take me through the different positions that you've held with GEICO.

A When I first started with GEICO, I was in our military auto sales unit. I moved to the motorcycle retention unit after two years. After a year in that position, I moved to motorcycle sales, where I was in that position up until May of 2016 when I transferred to our headquarters as a project manager in our competitive advantage leadership group -- or senior business analyst, I'm sorry.

Q Okay. That's your current position?

A Correct.

Q The military sales group: Just briefly tell me what that means.

A It was for auto car insurance. Primarily customers would call -- our military demographic would call a number to reach that department specifically, and we would speak with a lot of members of the military, selling them car insurance.

Q Was your responsibility within that unit limited to any particular geographic area or areas?

A I had a license in 36 states.

Q So you could deal with anybody in any of those 36 states in the military unit?

A Correct.

Q And again how long were you in the military unit?

A Right at two years or just under two years.

Q And then you went to the motorcycle retention unit, if I wrote that down correctly.

A Correct.

Q What does that mean?

A That's when a customer's policy would cancel for nonpayment. We would make outbound calls to the customer and either reinstate their policy, or try to get them to come back to GEICO, if they maybe had switched to another insurance company.

Q And again was that for 36 different states?

A I think my license increased to about 45 states at that point.

Q And back when you did the military sales unit and were licensed in 36 states, I believe you said --

A Yes.

Q Does that include South Carolina?

A Yes, I've had South Carolina since I've been with GEICO up until my new position.

Q How long were you in the motorcycle retention unit?

A Like right at ten months.

Q And from there you went to the motorcycle sales unit; is that correct?

A Correct.

Q So you again began approximately what year and -- what month and year in the motorcycle sales unit in?

A I think it was maybe April of 2010.

Q And if I wrote it down correctly, you were there until May of 2016?

A Correct.

Q So a little more than six years in that unit?

A Correct.

Q What does the motorcycle sales unit do?

A Motorcycle sales unit specifically handles the motorcycle insurance line of the business. Customers would call with their motorcycle. I was also -- because I had the auto background, I would sell both auto and cycle to some customers if needed, but primarily the job was to sell motorcycle insurance.

Q And in how many states were you doing that for?

A Up to -- I think it was 48.

Q That included South Carolina, correct?

A It did, correct.

Q Even though you were licensed for 48 different states, was there some internal routing that would tend to send you more of one geographic area than another?

A No.

Q So just as the calls came in, you would take them, and unless you weren't licensed in that state, you would handle it? Is that the way it worked?

A Correct.

Q So if somebody did call you in the two or three states where you didn't have a license, you would transfer them I guess, or what?

A Yeah. We would put them back through the queue.

Q Did you have any specific training from GEICO with respect to the sales of motorcycle policies in the state of South Carolina?

A I did.

Q Tell me about that training.

A Coming from auto, I had a lot of the insurance knowledge background already, so it was more of a motorcycle specific training where I learned the different types of motorcycles, the

different terminology that is used by motorcycle enthusiasts, and yeah, that's about it. Otherwise, the coverage pretty much matches what you find in your typical insurance contract.

Q And did you have specific training from GEICO on automobile policies within the state of South Carolina?

A I mean, nothing, like, too specific. Like I said, we learned all the coverages as it went through auto. When I first started with the company, we had two weeks of licensing training where you learned the ins and outs of what bodily injury meant or property damage or uninsured motorist or underinsured motorist, then took a state licensing exam.

Q Was that two weeks for all states or was that just two weeks just for South Carolina?

A That was for your resident state license, and then you were able to get a nonresident state license in the other states.

Q Was that based on additional training or testing or was that just a reciprocity thing, or what?

A Reciprocity thing.

Q So your home state would be what?

A Virginia.

Q So your training was initially more specific to Virginia and you were initially licensed there; am I understanding you correctly?

A It wasn't necessarily just Virginia. It was the insurance contract in general.

Q Okay.

A And then I was licensed in Virginia, yes.

Q All right. One thing I'm curious about is I know that different coverages vary from state to state, either it may be the minimum limits are different from one state to another, or some mandatory coverage in one state is not mandatory in another, or the nature of coverage may differ. Is there some point at which you were trained or taught by GEICO some of those differences in the types of coverages from state to state?

A Yes. We have an internet site that lists every state, what's the minimum limits in those states. Our systems are also intuitive enough to know that you can't have a policy with coverages that are mandatory that are not there, or lower than what's the minimum limits.

Q Okay. Obviously this lawsuit deals with a question related to underinsured motorist coverage,

and where did you or where were you taught or where did you learn about the nature of underinsured motorist coverage in the state of South Carolina?

A So I learned the underinsured motorist coverage through licensing training as it relates to South Carolina. The internet site gives a description of what that is, what it means to be in South Carolina with that coverage, and whether or not it's an optional coverage the customer can carry or if it's a mandatory coverage.

Q And when you said "the internet site," is that just some reference that is available for you, or is that something that was, like, a learning module from which you were taught, or what?

A Yeah, it's our internet site. It's something we have pulled up on every call.

Q So if a customer called you and wanted to talk to you about an auto policy in South Carolina, then you could go to that site, and have the information you needed to talk to them about, for example, underinsured coverage?

A Correct.

Q Okay, I understand. Did -- now the final job that you've held since May of 2016 is a senior business analyst; did I write that down correctly?

A Yes.
Q What is that? What does that mean?
A So it is -- I'm on a project where we are redesigning our -- one of our computer systems we use at work, and I work on a lot of projects where we are making the company more efficient in that way. So it's a lot of analysis work on past -- what we project for the future.
Q I understand. Does any of that relate to the insurance application or sales process by telephone?
A Not the sales process, no.
Q Okay. How about the application process?
A Not on the sales side, no. It's -- I'm doing the service -- the service side of house now.
Q Okay, I understand. So that would involve what? More underwriting and customer service after a policy has been issued, or what?
A Correct. After the policy has been issued, the handling after that.
Q You participate in GEICO's profit sharing program?
A Yes.
Q Tell me about that program.
A It's -- if the company is profitable

throughout the year depending on our ratios, the company gives back.

Q And those ratios, are they affected by the payments of losses or claims?

A Yes.

Q So in other words if the company pays out less in claims, then the profitability increases and it shares the profit with people who participate in that program?

A Yeah. It's claims, general expenses, all of it.

Q So in other words, for example, if GEICO were required to make a payment to my client Mr. Bronner in this case, that would negatively affect the ability of the profit sharing participants to receive a distribution?

MR. MILLIGAN: Objection.

Q Is that correct?

A Profit sharing --

MR. MILLIGAN: You can answer the question.

(The reporter asked for clarification.)

MR. MILLIGAN: He can still answer the question.

A Profit sharing is not guaranteed. So, I

mean, there's been a year where it wasn't paid. It's -- the company is under the understanding the customers come first, and this profit sharing -- we don't operate as that being a guaranteed thing throughout the year.

Q But in a given year, if there is going to be a distribution from profit sharing, it's because the company has had a profitable year, right?

A Correct.

Q And are profits, for the purpose of measuring profit sharing, affected by payment of claims such as my client, Jamar Bronner's claim here?

MR. MILLIGAN: Objection.

A I mean, yeah, any loss would affect the ratios.

Q Now I know I've talked to you a little bit about your position in the motorcycle sales unit as -- what would have been your job title? Sales rep?

A Yeah, insurance agent.

Q Okay. I want to be very basic -- probably from your perspective, overly basic -- and talk a little bit about that job, but I've never done that job, so I want to make sure I understand to some extent what you know about it, in terms of what you did on a daily basis and what sorts of

responsibilities you had. That sort of thing.

A Okay.

Q Why don't we be very basic. You know, when you were coming into work as an insurance agent in the motorcycle sales unit, I guess, you would report to a specific office location daily, or what?

A Yes.

Q Okay. Tell me how your normal day would go. Just sort of a broad-brush overview.

A I would walk into the Virginia Beach office, go to my desk, and pull up my computer and all applications needed throughout the day, and sign into the phones to begin taking calls.

Q And the phone somehow linked in to the computer?

A Yeah, it's over the internet, like a VOIP phone.

Q And so were all the calls in that time incoming calls or were you also making outgoing calls?

A As a motorcycle sales agent, I was only handling incoming calls. There might be a time where I had to call a customer back, but the majority of the job is incoming calls.

Q And were those incoming calls all from

customers who were seeking to purchase new coverage, or could they also be from customers who already got a quote or who were existing customers? How did that work?

A Yeah, it could be someone from getting their first quote, someone that may have already had a quote, and it was calling back, or it could be a misdirect if a customer got the wrong department.

Q And would you handle all those except for redirecting a misdirect?

A Yeah, I would handle the sales calls. Any current customers -- if it was questions about their policy, it would go to our service department.

Q But if it were someone who had just gotten a quote but had not yet purchased a policy, would you be able to handle a follow-up call from a customer like that?

A Yes.

Q I guess you would just pull it up by their name or some other reference, and say, Okay, I see that I've quoted you this -- we've quoted you this, that or the other, and then you could answer questions?

A Exactly.

Q How did those calls get routed to you? Is

it just, sort of, the system itself did that or what?

A Yeah, the system. Like a customer would call in and choose whether or not they wanted sales, auto, motorcycle, and based on their selection, it gets routed to me.

Q Gotcha. Would all of your work in that unit be done there at your desk via telephone and your computer during -- when you were in that position?

A Yes.

Q And what was a daily shift for you? Was it an eight-hour day or something different?

A Throughout the course of my career, because it usually changes yearly, I've held an eight-hour shift; I've also done a ten-hour shift before also. Four ten-hour days, so.

Q Back at the time of Mr. Bronner's applications in 2015, do you recall what kind of shift you had then?

A I don't know, but it may have been more likely a ten-hour shift.

Q Okay. In a given ten-hour shift, how many customer contacts by telephone would you average?

A I mean -- I don't -- that's hard to say. Maybe 30, 45. Well, that's total calls coming in,

but actual applications, maybe 20.

Q Per day?

A Correct.

Q And out of those, is there any way to estimate the number of South Carolina motorcycle applications that you would take on a given day, average?

A No.

Q How much of a part of your daily work was South Carolina as opposed to other states, just in general?

A I mean, it would depend on what came through. I mean, I was licensed in 48, 49 states. So throughout the year I was selling 2500 policies, and maybe, you know, 2 to 300 of those are South Carolina.

Q Okay. That gives me a good idea. And then as you were dealing with folks on a daily basis in that position, you're sitting there at your desk. I assume you've got like a headset for your telephone or something; is that right?

A That's correct.

Q And how did you maintain records related to your customer interactions? In other words, was that all on the computer or what?

A Yeah. It's on the computer.

Q I guess what I'm trying to make sure is that other than the computer, were there other notes or records that you kept in relation to communications with customers about policies or potential policies?

A Like I had a tracker of the quotes that -- every policy or application I had touched. I kept my own record and the company had their own record.

Q And what was the purpose of you keeping that record? Just sort of to see how you were there performing or what?

A Yeah, for my own knowledge.

Q Is that something you kept after you left that job, or was that just a thing you used on a daily basis or what?

A I mean, it's -- I haven't been in that job for awhile, so I don't know if I still have it, but it was one of the things that I kept while I was in sales. I would have had it for a year at least.

Q So if I had called in, for example, during the period and purchased an auto policy -- or rather a motorcycle policy through you, you might have made a notation that you sold me a policy on this given date?

A Correct.

Q Okay. But that wasn't an essential GEICO record?

A No. GEICO has that record, but it wasn't for them, no.

Q But all the GEICO records -- the official records related to a particular application or policy would have been on the computer itself?

A Yeah, like GEICO has a list of that.

Q And those were all maintained on some server or the individual computers or how is that done?

A I don't know. I don't know how they have it.

Q Now the phone system you said was a VOIP, a V-O-I-P; is that right?

A Correct.

Q I saw something in some documentation produced for us in this case about -- I assume it's pronounced "fin," P-H-I-N application system. Does that have something to do with the telephone?

A I'm not too sure. I have no idea.

Q Have you ever heard of the term "PHIN application system"?

A I've heard the term "PHIN," but I don't

know how it was used -- in what context it's been in.

Q When you're on the phone within the application process with a potential customer, is there some link between what you're discussing on the phone, and what the computer is doing in terms of presenting different fields or pages for you to look at?

A I'm sorry. One more time. Repeat that.

Q Yeah, I know that's kind of confusing, but I was looking at an affidavit that someone else -- that was filed in this case, and it suggested to me that this PHIN application system somehow was a link between the telephone application process and the computer, and such that as you're on the phone with an applicant, it prompts the computer to ask certain specific questions or to have certain fields completed. Does that sound right to you? I might be totally butchering that. I'm just trying to get a feel for what you're doing.

A Yeah, I mean I would be talking to the customers through the phone and based -- like I would be typing into the application their responses, and based on their responses, the application would guide me to the next page or, you know, just display questions.

Q And then as those questions are displayed, do you ask the questions of the applicant?

A Yes. Yeah. That's part of our procedure.

Q And is that system -- how does that system verify that the agent, like you, was actually asking the questions?

A A response has to be typed or selected in order for it to continue.

Q Any other way that the system verifies that the agent is actually asking the question?

A The system, I guess, no.

Q In other words, and I'm not saying that this is what happened, if somebody intentionally wanted to skip over a question for an applicant, could that person type in a yes or a no in response to a question, even though he or she didn't ask the question?

A Yeah, I mean there is that possibility.

Q And as far as the computer, the system itself, it doesn't know whether a question was really asked or not, it just knows an answer was typed in; is that correct?

A Correct.

Q And then with respect to the telephone calls themselves, were those typically recorded when

you were in the motorcycle sales unit?

A Like I wouldn't know what calls are recorded, but there were -- there are samples of the calls -- a portion of the amount of incoming calls that are recorded.

Q So not all, but some?

A Correct.

Q Do you know what the percentage is or anything like that?

A No idea. It was always reigned in and you had no idea if you were on call if that was being recorded or not.

Q With respect to the calls that were recorded, was there any way that you as a sales agent could stop recording if it was being recorded?

A No.

Q In other words, like you said, you didn't know whether it was being recorded or not, and you couldn't override it; is that right?

A Correct.

Q With respect to the calls that were recorded, do you know anything about GEICO policies and procedures as far as maintaining copies of those calls?

A I mean, we had what we called a

performance monitoring team who would listen to the calls -- some of the calls throughout the month and grade the interaction, making sure we were filling the application out based on the customers' responses, that we didn't skip over any questions, and that was reported monthly. And then usually the calls lasted, depending on the volume, about 30 to 45 days in the system.

Q What became of them?

A They were gone, like a new set of calls were coming in and being stored.

Q Do you know if there is any way to store or save a call that might otherwise be up for deletion after 30 to 45 days?

A I have no idea.

Q Did you ever, in your job, need to access a call for something other than quality assurance purposes?

A Myself, no.

Q Were you aware of anyone else in the motorcycle sales unit -- say a question had come up about what an applicant had told you. Could you go back and say, Hey, can you pull that call and let me hear what he said?

A I mean, I'm sure there was that

possibility, but, like, I never had to have that happen, and I don't know of anyone else who had that happen unless it was brought up on one of our calls that were scored.

Q I understand. In this case, you provided an affidavit -- or you signed an affidavit which has been filed with the court. Are you familiar with that?

A I am. Yes, sir.

Q Did you type that affidavit up?

A I didn't type it up, no. I made revisions -- I had a call and made revisions to it and sent it over, like, at least maybe five times before signing it.

Q Who actually typed it up?

A That I'm not sure, who typed it.

Q From whom did you receive it?

A I received it from Tom Milligan.

Q Is that the only written statement or communication that you've provided concerning this matter other than something that you may have sent only for Mr. Milligan's use?

A I'm sorry. I don't know if I understood that.

Q Yeah, that was kind of confusing. I

apologize.

A It's all right.

Q I'm trying to avoid asking you about your specific communication with Mr. Milligan because under our rules, those are privileged as attorney-client communication, okay? So I'm not asking you about anything that you would have written specifically for Mr. Milligan as I ask you this question. Let's go ahead and sort of exempt those communications form my question.

A Okay.

Q What I'm trying to figure out is other than your affidavit, is there any other nonprivileged statement or account that you've written up concerning the transaction at issue in this case?

A No.

Q What did you do in order to prepare for signing that affidavit? What -- did you have do any research or review anything or anything like that?

A When this was brought to my attention, I did do some research to pull it up to see if I may have made any notes on the policy.

Q And when you say research, can you be more specific about what you looked at, about what you did?

A I looked at the policy notes, and see what I had documented at the time.

Q The policy notes are those that are on the GEICO computer system?

A Correct.

Q And help me with sort of the GEICO jargon on this. What is that system called, if it's called anything?

A The motorcycle department uses the service system called Oasis.

Q Does that stand for something?

A I don't believe so.

Q Okay. So you went to the Oasis system and was able to pull this up by what? By policy name or number or something?

A Yeah, by policy number.

Q Okay.

A And name. You can pull it up by name also.

Q And within that Oasis system, there would be policy notes which you had created with respect to this policy; is that correct?

A What I created or, I mean, what -- other people can document the policy. Usually, if a customer calls in, we document why they're calling in

and any service agent would do that.

Q So whoever had been involved in the applications process could document that?

A Only once it's sold can it be documented.

Q All right. Help me then with understanding that a little bit. Let's say that I had called in during the same time frame, April 2015, and you and I had gone through an application process, and at the end of the process I said, you know, I'm going to have to think about it before I commit. I'll call you back.

A Mm-hmm.

Q Would the information you developed in connection with that call be saved in any way?

A Yes. That is saved in our sales system.

Q Does that have a different name other than Oasis or is it just called "sales system."

A It does have a different name. I'm not -- I believe -- like, we used the term "MSI" which stands for "multi-sales initiative." I think it's also gone by "Power Quote" also.

Q But once a policy is sold, as was the case with Mr. Bronner, then that information is stored in the Oasis system; is that correct?

A Correct. It transfers over to Oasis.

Q And that's just an automatic transfer; is that correct?

A Correct.

Q So there wouldn't be any need for you to go back and look at Power Quote or MSI if you were researching a policy that had be sold; is that correct?

A Correct.

Q Okay. I apologize for being so basic, but this is stuff I've never dealt with, so it helps me to understand what you do.

A You're fine.

Q All right. So going to my initial question which was what did you do in order to prepare for signing your affidavit? I think you said you went back to Oasis, and you looked at the policy notes with respect to this policy; is that much correct?

A That's correct.

Q Did you do anything else?

A Besides speaking with Tom, no.

Q Did you speak with any other employees of GEICO?

A I spoke with my vice president when I found this out, before I was sending this affidavit,

because usually the agents themselves are not the ones who handle this matter. But given my reputation in the sales department, the cycle director thought that I could testify and sign this affidavit myself.

Q Other than maybe reviewing your affidavit and those same policy notes in the Oasis system, and speaking with Mr. Milligan, did you do anything else in addition to prepare for today's deposition?

A No. Hello?

(A discussion was held off the record.)

Q I'm sorry. I don't know what happened with the reception. Just kind of went dead on this end. I take it that during the break you didn't have any other conversation with anyone other than trying to reconnect; is that correct?

A That's correct.

Q Okay. I wanted to talk to you a little bit about the general process of responding to an applicant who would have called in during your tenure at the motorcycle sales unit. One of the terms that I've seen --

MR. UTSEY: Hang on a minute. Tom, are you on the phone?

MR. MILLIGAN: Yeah, I'm still here.

MR. UTSEY: Okay. I just wanted to makes

sure I didn't forget you. I apologize.

(Comments inaudible)

MR. MILLIGAN: I lost the connection for a second there, but I think it was the same period that you all did.

MR. UTSEY: Okay. So everybody's back on, so we're good.

Q One of the terms that I've seen in some of the materials Mr. Milligan has produced to me is "gap counseling." Is that a term with which you're familiar?

A I am, yes.

Q What does gap counseling mean?

A Gap counseling -- for example, would be if a customer called in, or let's say the customer did a quote online, or they did a previous quote on the phone before, and they call in, and me as the receiving agent noticed coverages are rejected, or given the nature of a motorcycle, like if they're at the minimum limits, it's really not enough in today's medical insurance cost world. So we do a gap counsel to include coverages that are rejected, to raise limits, or advise of higher limits and that we recommend higher limits.

Q Does that gap counseling -- would that

apply to anyone other than someone who has already applied for coverage?

A Yes. So when you take the initial application, you have all coverages on the policy, and then, like, depending on what the agent -- you can quote with higher limits from the start, you can quote with the minimum limits, but gap counseling would -- you would essentially have a second coverage conversation with that customer about either raising the limits, or. It took place on every call, to answer your question.

Q So is it fair to say that gap counseling is just part of the overall application process?

A Correct.

Q Okay. Here's where I saw it. I'm looking at an affidavit of someone named Brandy Shade, S-H-A-D-E.

A Okay.

Q And among other things, she say, "It's required for all sales agents to follow gap counseling steps on each sales call."

A Correct.

Q So is the overall process of dealing with a sales call, does that go by some other name?

A The overall sales process? No, it's known

as the sales process.

Q Okay.

A And then a part of the sales process is gap counseling.

Q And when you would deal with applicants during your tenure there -- when you dealt with applicants for a South Carolina motorcycle policy, did you begin by quoting at minimum limits, and then counseling on why they should consider increasing the minimum limits, or did you go the other way around like you just described it?

A It would depend. Like if the customer knew the limits they had prior with their current insurance company, then I would quote or try to determine what they had there. If they had an auto policy with us, then I would try to match what they had on their auto policy. If it was a customer that didn't know their coverages, then we would usually start with the state requirements and then go from there.

Q And with respect to the sales process, did it vary from state to state depending on what state requirements or state laws were?

A The actual process, no, but coverages changed by state.

Q So you'd go through the process in the same fashion, it's just one state might be a 25/50 policy, another state might be a 10/20 policy, for example?

A Correct.

Q Now a successful sales call would generate what? An application or a policy or both or something else? What?

A A policy.

Q So if I had called in back in 2015 and you took my call, and we went through the entire sales process, and I said, Great, I want that insurance. What would you do as a result of that? The culmination, I guess, of that process?

A It would -- I mean, it would depend on what we agreed on, but usually I hang up the call, thanking you for insuring with GEICO.

Q Yeah.

A I did have, in South Carolina, if you rejected the uninsured motorist coverages, there was an email that I would send to you explaining that you were rejecting it: this is the price that we agreed on. If you didn't sign this form within 30 days, this is what your price would be, and I would advise them that they've got this form coming in an email,

but they're going to find it with their policy paperwork that was due back within 30 days.

Q Were there any other states where you had to do that with the email?

A Give me one second. Yes, Texas -- there was an option form in Texas that we needed signed back, and I'm trying to remember some more. Some other states depending on the selection you made, there options forms that were required.

Q How did you create that option form? Was that on the computer?

A I didn't create it. It was something that, I guess, our legal team created based on South Carolina law, and you would email the form.

Q And that was a poor question. What I meant was how do you generate a form for a specific applicant?

A I don't generate it. The system has it within their policy documents.

Q So just based on the information that you input during the sales process, somewhere else in the GEICO process, that gets generated. Is that what you're telling me?

A Yeah, that's correct.

Q Does that include the offer form for

uninsured and underinsured motorist coverage?

A Yes. That's part, I think, of every, I guess, every new business policy in South Carolina.

Q Are the -- what are the documents that are generated based upon, say completion of a successful sales call in South Carolina? And again, this is back in the April 2015 time frame that this case is concerned with.

A I mean, I can't speak to every document, but I do know that there was at least a declarations page, an ID card -- identification card -- that is sent out. Your general policy paperwork that goes over insurance terms, and the actual contract itself. And usually included in that is the option form, because whether you went with it or without it, we send it to you if you maybe want to reject it later, or maybe keep those coverages on the policy or select different limits. But there's also, like depending on some of the discounts you may receive -- there's usually a Fair Credit Reporting Act letter that's sent out. I've seen those in some of the policy paperwork.

Q Is there a separate application that's generated for the insured to receive and sign or anything like that?

A Not an actual application, no.

Q Do you actually see any of the documents that are sent to the applicant or, I guess, new insured, before they're sent out?

A No. I have the ability to view documents if I wanted to, but it's not something that was my everyday practice.

Q And if you did pull up a document -- let's say you and I had just completed a successful sales call, and you had sold me a motorcycle policy for South Carolina, and for whatever reason, you wanted to look at the deck page that was going to be issued. Is that something you could pull up?

A For your specific policy, I could -- I could pull it up and view it, yeah, after it's been created.

Q Did you make any changes on it?

A No, I can't make changes.

Q Are all of these documents that are generated as a result of a successful sales call populated with information that you, as the sales agent, have input into the computer system?

A No, it was all based on the policy. I was not able to edit any fields.

Q Well, I guess that was a bad question. I

would assume, you know, that there are certain forms -- certain parts of it that are just a form. They're going to appear the same for everything. Like it probably has GEICO's name and address at the top?

A Right.

Q And then different information -- some information will vary from insured to insured: name, date of birth, address, etc.

A Right.

Q Correct?

A Correct.

Q That -- and then there's other information that, I guess, the system would generate based on the data you've put in; for example, how much the premium is or something like that, correct?

A No, I was not able to edit any fields on any of the forms that went out.

Q All right. But I'm trying to figure out how those forms get populated. So if I had had a successful purchase of insurance with you over the telephone, a declarations page, for example, is going to be issued, and it's going to have my name and address, and the information about my vehicle or vehicles on it, right?

A Correct.

Q How does that information get on that declarations page?

A It is pulled from the Oasis system.

Q And the information it's pulling from is information that the sales agent, like you, has input into that system; is that correct?

A Correct.

Q Does that -- to your knowledge, does that documentation then get sent automatically to the insured upon the conclusion of that process without say, human hands touching it again, or does an individual go through and do something further with those papers before sending them to the insured?

A I believe it's automatically sent. I don't think we look at it, or I don't think a human is touching it.

Q Now what is the typical length of a sales call like that where you succeeded in selling a new motorcycle policy to someone?

A Fifteen, thirty minutes. I mean -- yeah. I would say on average, 15, 20. I've gone as long as an hour sometimes.

Q Sure. With respect to calls for folks who are looking to purchase a motorcycle policy for the state of South Carolina, is there a part of that

process that involves conversation about underinsured motorist coverage?

A Yes. So part of the sales process is to disclose every coverage and give a brief -- like a description of the coverage and what it does. That's part of our sales process.

Q Okay. And help me with sort of the sequence of the process. I call; I tell you I'm looking to purchase a motorcycle policy in the state of South Carolina. What happens next? Sort of sequentially, how you go through this?

A Yeah, I would gather your name, your address, date of birth, whether or not you have current insurance, go into -- you know, grabbing some information about the motorcycle, reviewing your -- like talking to you about your driving record, and then get to the quote page where, you know, select the coverages; whether you were looking for, you know, comprehensive or collision on your motorcycle or if you only wanted liability on the bike; then I would quote you a price. If you agreed to that price, I would continue and run your motor vehicle report; review your claims activity; any update that needed to be made -- usually, the system -- well, the system does update the application with your driving

record. We go back and quote the price; if you were truthful, then the price didn't change, but if there was a speeding ticket you may have forgotten about or an accident you didn't remember, then usually the price would change, and we would go over the price again. And then from there is where we had the gap counseling where I would proceed to review every coverage, what it covers, the description, what we're going with, recommend that you have higher coverages, and let you make a decision. And then we -- and then I would take your payment.

In South Carolina depending on your coverages, if you rejected the underinsured motorist, then I would send you an option form via email, and I document your policy with what we agreed upon, and email you an ID card, and send you on your way.

Q So going back to sort of the initial part of that, let's say you and I are talking about a policy, and you're doing the initial quote based on -- I've given you my demographics, the vehicle, the driving record, and you're generating a quote based on that; are you quoting that based on liability only or optional coverages included or how?

A I would gather that from you prior, so if I knew your bike was being financed, then I knew

comprehensive and collision had to be on. It was required that we quoted all coverages on there. So underinsured motorist coverage, if you considered that to be an optional coverage, then that was included; and if there was a price objection, I would advise that, you know, we do have some coverages that you could reject, but we don't recommend it.

(A discussion was held off the record.)

Q So then initially, the quote would typically include coverage for underinsured motorists in South Carolina as well as a corresponding premium for that coverage; is that correct?

A Correct.

Q So at this point, you've -- I've given my information, you've input it, you've run a quote, and you'd say, Mr. Utsey, we can cover -- we can provide this coverage to you; the cost is X; is that right?

A Correct.

Q And at that point have you gone through already and said, Here's what each of these coverages means?

A Yes, that's the point: That you would go through and describe each one of those coverages and what they cover.

Q So you say, All right, I've got a quote

here for you, Mr. Utsey. The total cost is X dollars, and this quote includes liability coverage which means -- and you would explain that it includes uninsured motorist coverage. You would explain that it includes underinsured motorist coverage. You would explain that -- and any other coverages -- and you would explain them. Is that what you're telling me?

A I would explain the coverages before giving the price.

Q That's what I'm trying to figure out -- the sequence here.

A Yeah.

Q Okay.

A Yes, so. Yeah.

Q Go ahead.

A So I would say, you know, I've got the policy worked up here where you're going to have the following coverages: Bodily injury -- and explain that, property damage, explain that, and go through the list of coverages, and then say for the total 12 months: This would be the price.

Q And when you talk about underinsured motorist coverage in South Carolina, what -- did you have a standard explanation that you had to read, say

off the computer screen, or is it just your way of describing it?

A It is, like, it would be my way of describing it.

Q And what would the description be that you would use in South Carolina for underinsured motorist coverage?

A The underinsured motorist coverage would cover you or your passengers in the event that someone hits you and they don't have enough insurance; then GEICO can cover the cost at these limits.

Q You discuss the difference between excess and reduction coverages with the insured?

A No, because on the motorcycle policy, we -- I believe only offered excess coverage. We didn't -- the auto has the differentiating factors, but for the motorcycle, it was just the one.

Q I understand. All right. And then after you give the explanation, then you give the total premium for the policy; is that correct?

A Correct.

Q And I assume the premium is generated via the system given the information that you input; is that correct?

A Correct.

Q Now at that point, how would you have a discussion about rejecting underinsured coverage at that point, since at this point it's included initially for the quote, right?

A Correct.

Q How does that come up for discussion about being something that the insured can decline?

A If the customer rejects and says, like, the price is too high, or, you know, they could say, you know, I only want what -- I only want what's the minimum needed for a state. Do we have any other options? How can we make this lower? It would be things like that that would trigger the conversation.

Q All right. And if that occurred, what conversation would transpire?

A We could say we've got, you know, I could raise your deductible to a thousand. We do have -- South Carolina allows you to reject the underinsured motorist. Personally, me, I don't recommend that because you're exposed on a motorcycle. There's nothing protecting you between you and the asphalt, but you do have the option if you wanted to reject that. And usually they're asking, Okay, what's the price? Like, you know, if I raise your deductibles

to a thousand, what's that going to do, if we reject the coverages, what's that going to do. And then I would give them the price with that.

Q And when you say, I would give them the price with that, how would you -- let's say the customer did say, you know, That seems a little steep. What can we do to knock this down, and you said, Well, you have an option of declining underinsured coverage. And the customer says, Well, if I did that, how much difference would it make? Would you then tell the customer the revised total premium without the underinsured coverage or would you say the underinsured coverage is X dollars of the premium, or how do you explain that?

A Yeah, you would reject it. Like if we were to reject those coverages, then this would be your total price, or if they were looking at a total or a monthly payment, you would just -- your monthly payments would go to this, if we were to do it that way.

Q I understand. If at that point the customer said, Let's do that. I don't want underinsured coverage, for example. Would you then proceed to process the policy without underinsured coverage?

A Yeah. With that, the conversation comes with, you know, there's this option form that's due back within 30 days; if not, these coverages are going to come back onto your policy, which is going to bring the rate back to what, you know, whatever that dollar amount was that would have quoted; it's going to bring the policy back to this if we don't get that form, and we would proceed to sell the policy.

Q Is an oral rejection on the phone like that adequate, or do you need to have something in writing, rejecting the UIM coverage?

A An oral rejection, we give them 30 days. If within 30 days -- because we are required to have the form. If it's not sent in, then we put the coverages back on the policy.

Q Is it GEICO's policy to require that written form within 30 days?

A It is.

Q In the absence of obtaining that written form within 30 days, GEICO would view -- how would GEICO treat the oral rejection of coverage?

A I mean, we would add the coverages back on to the policy, and then it wouldn't be able to be removed until we got the form.

Q In other words, you wouldn't rely on the oral rejection after 30 days; is that correct?

A Correct.

Q Let's talk -- I know we've been talking generally about how the process works. I think I've got a feel for it, but let's talk specifically about Mr. Bronner's purchase of coverage from GEICO?

A Okay.

Q First of all, was your direct involvement with Mr. Bronner's policy limited to the April 9, 2015 telephone call?

A Yes. Like, are you asking, like, is that the day I spoke with him or, like, did I speak with him on any other day?

Q I'm looking at your affidavit and in Paragraphs 5 through 18, it looks like you're recounting information related to a telephone call that happened on that day, so I understand that.

A Yeah.

Q What I'm trying to figure out is was that the extent of your direct interaction with Mr. Bronner concerning his insurance policy?

A Yes.

Q Is it fair to say then that the information about other aspects of Mr. Bronner's

dealings with GEICO, your affidavit relates to information that you had to glean from reviewing other documents from other sources?

A Correct.

Q Do you have a copy of your affidavit there?

A I do.

Q Do you -- look at Paragraphs 19 through 27 of your affidavit, please.

A Okay.

Q With respect to the events that are discussed in those paragraphs, 19 through 27, do you have personal knowledge of what happened in those events?

A So 19 is something that happens automatically. When -- we got to down to, like, 25, that is something that I was able to see within the policy notes of his policy.

Q Okay. What I'm trying to figure out is when I say "personal knowledge," I mean because you were involved in the process, heard, saw, or otherwise perceived those things. Does that make sense to you when I say "personal knowledge"?

A Okay. Yeah.

Q All right. With respect to paragraphs 19

through 27, using my definition of "personal knowledge," do you have personal knowledge of what you've recorded there in that affidavit?

A No. Like, I was not a part of that.

Q But you do have knowledge of that based upon review of other documents or information, correct?

A Correct.

Q And what specifically did you review to get that knowledge? Is that stuff we talked about earlier?

A Yes.

Q On Oasis?

A Yeah. Reviewing his policy.

Q Now do you specifically recall your telephone conversation with Mr. Bronner on that date?

A I do not.

Q Is it fair to say that your testimony about that telephone conversation is based upon what you can look at in the Oasis system as far as your notes are concerned?

A No, not necessarily. It's also part of the training that I had and how I typically handle business.

Q Well, in other words I understand that

you're trained to do things a certain way, and I'm sure you try to do them the same way, and maybe you always do them the same way, and so certain things you might say happen because that's what supposed to happen, right?

A Right.

Q But if -- I guess what I'm trying to figure out is if it's not reflected in the Oasis notes, the only other source for whether something happened with respect to Mr. Bronner would be you're reliance on having done something the way your supposed to do it? The way you were trained to do it; is that correct?

A Correct.

Q Okay. That's all I'm trying to figure out. How long was your telephone call with Mr. Bronner on that date?

A I'm not sure the exact length of the call.

Q Is there any way to determine that?

A I don't believe so, not from my end at least.

Q Other than yourself and Mr. Bronner, who was there -- was there anyone else who was on that telephone call?

A No, unless he had someone else.

Q Okay. Specifically, let me ask you about a couple of people and see if they were -- just to confirm they were not on the call. Was GEICO employee Brandy Shade on that telephone call?

A No.

Q Was GEICO employee Bruce Brown on that telephone call?

A No.

Q Was GEICO employee Rose Baridge (phonetic) on that call?

A No.

Q Do you know whether that telephone call with Mr. Bronner was recorded?

A No.

Q Is there a way to determine whether it was recorded?

A Not to my knowledge.

Q And to your knowledge -- I know this seems basic, but given what I just asked you, to your knowledge has anyone ever listened to a recording of that call?

A I couldn't say.

Q You spoke with Mr. Bronner. With his initial conversation with you, did he direct you to quote him at a specific premium level, or were you

just giving him a general quote and then gap counseling from there?

A I am not sure how he would -- like, I don't recall if he directed the coverages, but he rejected underinsured motorist, if that's what you're asking.

Q Okay. Well, I mean obviously that's going to be a question of interest, but I want to be a little more -- before you actually get to that point, I want to be a little more simple. I think earlier, if I understood your testimony, you told me that sometimes a customer will call in and say, Hey, I want to have -- I want you to quote me a policy based on what my current limits are and they're X, Y, and Z, so you'll proceed to quote him based on that. Or they may call in and just say, I want a policy with the following limits, and they would give you those limits and you may quote it based on that. Do you recall or do you know whether Mr. Bronner asked you to do either of those things?

A No, I don't remember.

Q And so when you initially give him a premium quote for the policy, what coverages were included in that initial quote?

A It would have to be all of them, but I

mean, like, that's based on training. I would have done all of them.

Q In other words, you don't -- if you followed your training, it would have been all of them, but you don't remember specifically; is that correct?

A Right.

Q And you say "all of them," would that have included underinsured motorist coverage?

A Correct.

Q And so you would have told him at that point, The total cost for your policy is, and you would have provided whatever that total premium that the system had generated, correct?

A Correct.

Q Do you know what that was?

A I don't remember, no.

Q You would have to go back and look back at Oasis for whatever that total was?

A Yeah. I would have to see what the system was going to generate.

Q And then in response, what did Mr. Bronner say?

A I knew that he wanted to reject the coverages, and we had that conversation around what

it would cost with and without. Based on my notes after the call on his policy, I emailed him the form with an email stating what the price is currently with him rejecting it and what it would go to if I didn't have the form within 30 days.

Q All right. So you say you knew he -- you knew he wanted to reject those coverages. How do you know that? Is it just because you sent him that follow-up information or is there something else that tells you?

A He would have told me. It would have been on that call.

Q Is that documented somewhere?

A It is documented by me that he had rejected -- he advised he wanted to reject the coverages, and I advised that the form was going to be due back by May 10th, and then I also documented that I sent him the email with the form.

Q Does your documentation or memory tell you anything else about what he said with respect to not wanting those coverages?

A That he wishes to reject them --

Q How about why or, you know, anything like that?

A No. I mean, there's no why.

Q And so when he -- when you became aware that he wanted to reject underinsured motorist coverage, did you revise his quote?

A Yes. Like, yeah. And he had the price without it.

Q So the new price you gave him was the total cost of the policy with underinsured motorist coverage deleted, correct?

A Yeah. The first one is with it included; the second one is without it.

Q And do you remember in his case whether that was for the total policy period or whether that was the monthly premium amount?

A I don't know if -- he got the total policy premium, yes. And then if he was breaking it down monthly, I would have also disclosed what the monthly amount would have been.

Q But I guess what I'm asking you is did he get it broken down monthly?

A Yes, he got both.

Q How much difference did it make in his case?

A I have no idea.

Q I'm looking at your affidavit, paragraphs 10 through 12.

A Mm-hmm.

Q All right. So you gave a total premium in paragraph 10, and then you explained to Mr. Bronner which coverage was mandatory and which were optional per Paragraph 11, correct?

A Yeah. That only happened with the price objection.

Q So in between what you recounted in 10 and what you recounted in 11 was some kind of conversation with Mr. Bronner in which it became apparent to you that he wanted a lower price?

A Right. Like, I wouldn't have proceeded to have him reject coverages had that not been an issue.

Q And then looking at Paragraph 14, it says, "Mr. Bronner was informed of the difference in price. He chose to reject underinsured motorist coverage." By that did you mean that you gave him the total price without underinsured motorist coverage in it?

A Correct. He had the price without it.

Q And then we know that there was a written offer or rejection form for uninsured and underinsured motorist coverage that was mailed to Mr. Bronner after this, right?

A Correct.

Q On that written form, was the difference

in the price noted for the policy with and without underinsured motorist coverage?

A I believe the form is written up to give what the range of what the cost of underinsured motorist is, but the email I sent him had the difference in prices.

Q Okay. I'll get to the email in a minute, but with respect to the specific -- with respect to the written offer, was there a specific explanation of the difference in price, with and without underinsured motorist coverage in his policy?

A Like that GEICO would have sent? Is that like --

Q Right. That's who you work for, right?

A Right. I mean, there is a form but it's not -- like it doesn't give the exact amount. Like I said, it's a range on the South Carolina option form.

Q Do you know why that doesn't reflect what you would have told him over the telephone as far as difference in the price?

A I believe because South Carolina, I guess, doesn't require the exact amount, or. I mean, I honestly don't know why it doesn't reflect it.

Q Any reason you know of why GEICO couldn't have put on that form that exact amount of the cost

of underinsured motorist coverage for Mr. Bronner's policy?

A I have no idea.

Q Certainly when that form was issued, you knew what the difference in the price was, right?

A You know, I knew.

Q And it was in the Oasis system, right?

A What? The difference or the cost of the coverage, or?

Q Right. The price of the underinsured coverage -- say if he had changed his mind and wanted to add that.

A It would have to be worked up, but Oasis showed it as zero because he rejected it.

Q Right. But initially Oasis showed you the amount of the total premium with that coverage, right?

A No, that was our sales system that showed us that.

Q Okay. Well, some system within GEICO had that number, right?

A Yes.

Q All right. And so GEICO had the exact amount and theoretically, at least, could have put that exact amount on the written offer form, right?

A I mean -- I can't say to what our systems could do, but.

Q The only reason -- if there was a limit on its ability to put that on the form, it would simply be some limit within the system as far as what could be added to that form? Is that what you're telling me?

A I would assume so. I mean, I don't do that part of the house or have any knowledge into that.

Q Okay. Is there any record of Mr. Bronner rejecting underinsured motorist coverage over the telephone?

A Besides me documenting the policies, like -- yeah -- with issuing his policy, I documented he rejected it.

Q But I think you said you're not aware of whether there was an audio recording of that, correct?

A Correct.

Q And at that point Mr. Bronner hasn't put pen to paper, so there's no signed rejection by him, correct?

A Yes.

Q And so the only record of that would be

what you input into the system, correct?

A Correct.

Q Then you follow that with an email, which I think you talked about in your affidavit, paragraph 18?

A Yes.

Q At that point, the option form had been generated, right?

A Yes. I mean there's, like, a copy of that form, yes. That's available on the South Carolina reference site.

Q And that form would have been tailored to fit his policy, right, because it would have had offered underinsured coverage up to the limits of his liability coverage, right?

A The form itself actually lists all ranges of liability limits.

Q You can't offer underinsured higher than liability coverage can you?

A No, you cannot, but if, for example, a customer was to select that, but not raise the liability limits, then we would usually have one of our underwriters call the customer and say that the form is not valid, that we would need another form or kind of like have a conversation with the customer on

maybe raising the limits, or. But yeah. I mean, like I said, the form does have the option for him to choose the different sets of liability limits.

Q So the form, for example, would have given him an option of 50/100, even though his liability limits were 25/50 right?

A Correct.

Q Now do you have a copy of this email you sent to him on that date?

A I do not, no.

Q To your knowledge, does GEICO have it?

A I do not know, no.

Q In your preparations for the affidavit and for your deposition here today, have you attempted to locate a copy of that email?

A I have tried, yes, but I no longer have the computer that I was on, and my sent box did not go that far back.

Q Did you enlist any assistance from anyone in GEICO in an effort to recover a copy of that?

A I tried to reach out to see if maybe our legal department could try to locate it, but never heard a response back.

Q So to your understanding, does a copy of that email still exist?

A I have no idea.

Q Your knowledge concerning that email -- first of all, can you testify as to exactly what the email said?

A So I had a template, so that I could testify that within that template, I would include: what the price is currently; when the due date is; if it's not received back by that date, this is what the price would be; these were the coverages you wanted to reject. And I would give the fax number and mailing address to send it back to, but as for the specific wording, no.

Q When did you send that email?

A It would have been the same day as the call, and it would have been, like, right after or during our call.

Q And to what email address did you send it?

A It would have been to the one that he had given me.

Q Do you have any record to tell you what that was?

A No. I'm assuming it would have been the one on his policy.

Q And the reason you know you sent that email to him is what?

A I had it documented that I did it.
Q In your Oasis notes?
A Yes. Which is documented within -- like I documented usually while we're on the call, if not within, you know, a minute of hanging up from each other.
Q But the Oasis system doesn't maintain a copy of the email itself; is that correct?
A No, it would have come from me directly.
Q In other words, outside the Oasis system?
A Correct.
Q In that email, did you tell him that he had rejected underinsured motorist coverage?
A I didn't tell him, no. I said it would have been, like, based on our conversations, the coverages you wanted to reject.
Q That's what I mean. You told him he had already said he wanted to reject it?
A Yeah, and if he wanted to continue to keep that rejected, and if not, it was going to roll on.
Q So this email would have been sent before he actually would have signed any sort of offer or rejection form, correct?
A Correct.
Q Did Mr. Bronner ever respond to that

email?

A No. Like -- I usually never got a response back.

Q Is an offer of underinsured motorist coverage by email considered to be a valid or adequate offer of underinsured motorist coverage by GEICO?

A In the state of South Carolina, it is -- we are not, like, able to communicate the form or be able to receive a valid form via email.

Q And is that one of the reasons you, thereafter, mail it?

A Yeah. So what I do in the conversation is say I'm sending you a copy of the form. Be on the lookout for this in your policy paperwork. It was more of a visual reference for them.

Q All right. The documents: Did they get mailed to Mr. Bronner? We talked about those earlier. That would be the declaration page, maybe some insurance cards, the offer form, and maybe some other miscellaneous documents, right?

A Right.

Q Do you know specifically what went to Mr. Bronner with that initial mailing?

A There is a way to look it up, but I

haven't looked it up, no.

Q What would you look at to look that up?

A Just the policy documents we've sent.

Q Would you go to the Oasis system, for example?

A There -- you can do it in Oasis, and I think there's an internet site that we have where we could look at all the correspondence we've had with the customer, both incoming and outgoing.

Q Did Mr. Bronner pay for the policy before you-all hung up the phone that day?

A Yes, he would have had to.

Q So at what point was the policy issued?

A The policy is issued after I take payment, and I give him the policy number.

Q Was the policy issued before the package consisting of the declaration page and the policy and the cards and the offer form were mailed out?

A Yeah, it usually goes out the very next day.

Q So the declarations page on his policy, which was mailed out probably the next day after he bought the policy, would have reflected no UIM coverage at that point?

A Correct. And if -- I would have emailed

him after the call, like an ID card. Usually the deck page usually goes with that as well, and that would have also showed no UIM coverage.

Q Do you have a copy of that email?

A No. That's like -- you send it through the system. You send it through Oasis.

Q So at that point, the deck page is issued without UIM coverage, but this would have been before Mr. Bronner filled out the offer form, right?

A Right, because we go off his verbal confirmation he wanted to reject it.

Q At that point in time when the deck page is issued without underinsured motorist coverage, had GEICO advised Mr. Bronner in writing of the premium amount for underinsured coverage had he elected to put that on there?

A He would have had that -- we would have had that conversation over the phone.

Q Right, but not in writing, correct?

A Right.

Q So from GEICO's perspective, the underinsured motorist coverage had been rejected before Mr. Bronner ever signed the form rejecting it, correct?

A Not necessarily, because like I said, we

would have put the coverage back onto his policy had we not received anything in writing from him. And that usually means that if there's a claim between that and the 30 days, he still has that coverage essentially.

Q Even though the policy says he doesn't?

A Yes. It's something, you know, we have to take into consideration because we don't have the written form.

Q Is it correct that the rejection isn't truly effective until you have the written form?

A Right. So if we don't get the written form, we put the coverages on effective the day of the start of the policy.

Q Right. Is the insured required to complete the offer form exactly the same way that he responded during the telephone call?

A No. He could raise his limits if he wanted to. If he wanted to lower them, he could.

Q And he could go from a no to a yes, or yes to a no, for example?

A Yeah, he could change his policy at any time.

Q So is this offer form a separate offer from the telephone conversation you had with him?

A I mean, the form itself is sent out because it's -- we have to make him aware of it, and make him aware of his options, and like I said, he could change it any time if he wanted. You can reject the coverage, and then add it on later, or have it now and reject, you know, six months down the road if you wanted.

Q Is that form required according to GEICO's policies and procedures?

A Yes. We're required to have the form.

Q And if it's not a separate offer, there's no reason to send it, is it?

A I have no idea. I don't know if, like, South Carolina law requires that it be sent out every time or not.

Q Why would underinsured motorist coverage be rolled onto a policy if this form were not completed?

A I'm assuming because maybe South Carolina doesn't accept a verbal rejection as being an official rejection of that coverage, so that's why we have to do it.

Q Are any parts of the UIM offer form completed by GEICO before it's mailed out to the insured?

A The only thing that is put on the offer form usually is their policy number and a bar code at the bottom.

Q That's added specifically --

A Based on the policy, right. Yeah.

Q But GEICO does have the ability to add that information to the generic form, correct?

A Yeah, it's part of the policy paperwork. It's -- so when it's scanned in.

Q Under the actual selection part of the form where it lists the different limits that one could, and then it also has a box that says, "I wish to reject the offer of optional underinsured motorist coverage," are any of those boxes filled out by GEICO before the form is sent to the insured?

A No.

Q So when the form was returned by Mr. Bronner, and apparently there is a box checked saying, "reject underinsured motorist coverage," do you know who checked that box?

A He would have to check it.

Q Would you agree that that box was not checked by an insurance producer or a representative of GEICO?

A Correct.

Q Looking at the form, would you agree that the exact premium amount for underinsured motorist coverage had Mr. Bronner elected to add it is not shown on there?

A Not the exact amount, no.

Q It would have fallen somewhere in the range that is shown on there?

A Correct.

Q Do you know, as we sit here, what the premium would have been for Mr. Bronner had he elected to purchase 25/50 coverage for underinsured motorist?

A No.

Q But you would have had that on the day you were quoting it, right?

A Correct.

Q What is it that you told Mr. Bronner would happen if he did not return the offer form?

A That we would have added the coverage back on and the rate would have gone to whatever dollar amount that would have been.

Q And that would have been in your email?

A Yes. He had both prices in the email.

Q Have you seen the cover letter that went with the offer form to Mr. Bronner on May 1?

A I have not, no. Do I need to look at it?
Q If you can access it, or I can read it to you. You may just want to follow along.
A Yeah, if you want to go ahead.
Q At the bottom of that letter, it says, "Outstanding items due within ten days of receipt of this letter, unless otherwise specified: Information and option forms. If we do not receive the completed and signed enclosed forms within the designated time, we will adjust the coverages and limits as necessary to comply with state requirements."
A Okay.
Q Do you see that? That doesn't specifically say "underinsured motorist coverage," does it?
A No. It doesn't.
Q It doesn't tell you how much the adjustment coverage would be, does it?
A No, it does not.
Q It doesn't say what the adjustment in the limits would be, does it?
A It does not.
Q It doesn't say there would be an additional premium, does it?
A No. Not in that, no.

Q The original place where there would have been a comment about the additional premium if the policy -- if the coverage had been rolled on, would have been in your email that you can't find, correct?

A And the conversations we had on the phone.

Q We don't have a recording of that either?

A No.

MR. UTSEY: I am maybe at the end of my questions, but I want to kind of go back and look through my notes here for a moment, and so if anybody needs a restroom break or just wants to take five, it might be a good time to do that, and then we can resume in a minute.

THE WITNESS: Okay.

(There was a pause in the proceedings.)

(Deposition was resumed at 3:41 p.m.)

Q Do you have an available copy of the actual offer form that was mailed to Mr. Bronner?

A Yeah, I have a copy of a form, but not the exact form.

Q I'm looking -- well, I'm looking at one that was filed by Mr. Milligan in connection with your affidavit and several other documents with the court. Would it be the same form that you're looking at?

A Yeah, I think it's the same.

Q I'm going to read a statement to you and then ask you some questions about this statement as you review that form, okay?

A Okay.

Q The statement is that the UIM rejection form points out that it must be executed and returned or the coverages would be added to the policy and a premium would be charged to the customer for those coverages. Looking at the form, can you point out to me where it advises the client -- customer rather -- that unless it's executed and returned, coverages would be added and the premium would be charged?

A So I see it under important notice.

Q Okay. Where is that? Page what?

A I'm looking at something -- it's not -- like I said, it's not the exact form. Let me pull up the form itself. I think I might have a broken version of the form. One moment.

Q I think it's on the bottom of Page 2 of 3, if I'm looking at the same "important notice" that you're talking about.

A Yeah, I don't have that.

Q On the version I have, it says, "Important notice: If you do not complete this form and return

it to us within 30 days, we are required by law to add additional underinsured motorist coverage and optional uninsured motorist coverage in the same limits as your liability insurance to your policy. You will be required to pay the additional premium for each of these coverages and your policy may be canceled for nonpayment of that additional premium." Is that the notification you were looking for?

A Yeah. That's what I have here.

Q Would you agree with me that does not tell the customer how much the additional premium would be?

A Not in that statement, no.

Q So the customer would then have to look above that to the offer portion of the form to see what the premium would be, right?

A Correct.

Q And there the premium was given as a range, in this instance, of $23 to $780, correct?

A Correct.

Q Based on that information, would a customer looking at this form alone be able to tell how much more he would have to pay if he didn't return the form and allowed UIM coverage to be rolled onto his policy?

A Yes. He's given a range of what it could be, so he's made aware of the increase. It's between that amount at least.

Q But I mean, he wouldn't know the exact amount based on this form, right?

A Not the exact amount, no, but he would have an idea.

Q Right. But with a customer who's concerned about the overall cost of his policy, you would agree with me that a range of $23 to $780 could be a significant factor in deciding whether to add it, correct?

A Yes, absolutely.

Q And for a customer to figure out where in that range his exact premium would have to be, he would have to get that information from another source at GEICO, correct?

A Yeah. I think the form also advises him to call us to get the exact amount.

Q Where does it say that?

A I'm looking at, "Important. Please read carefully. The premium range for the available underinsured motorist coverage and uninsured motorist coverage limits is shown below. Please call us at 800-841-3000 if you would like to determine your

exact amount -- your exact premium."

Q Okay. That's at the top of Page 2. That would be what would be necessary to get the exact amount, correct?

A Yeah, outside of our phone conversation. Right.

Q And in the phone conversation, you gave him the total premium for the policy with and the total premium policy without underinsured motorist, correct?

A Right.

Q Have you understand all my questions here today.

A I have.

Q Okay. Is there anything about your testimony that as we've gone through things and you reflected on it, you feel like you need to explain or modify or change in any way?

A No.

MR. UTSEY: Okay. Good. Well, I don't think I have any more questions. Thank you sir.

THE WITNESS: Thank you.

EXAMINATION BY MR. MILLIGAN:

Q This is Tom Milligan and I have just a couple of quick follow-up questions.

A Okay.

Q During your sales call with Mr. Bronner, was he informed of the amount of the premium for the policy with UIM coverage and how much the premium would be without UIM coverage?

A Yes, he was made aware of both.

Q After Mr. Bronner was informed of the difference in the premiums for the coverages, did he choose to reject UIM coverage?

A Yes.

Q Was he then sent a form to fill out about the optional coverages that provide him with a range of the premiums as required by South Carolina law at the time?

MR. MILLIGAN: Object to the form.

A Yes.

Q And based on your review of his file, did Mr. Bronner find and return that form, again rejecting the UIM coverage?

A Yes.

Q And did the form instruct him to call GEICO if he had any questions about it or wanted to know the exact amount of that premium?

A Yes.

Q As far as the information in your

affidavit that you attested, was that based upon your personal knowledge and interaction with Mr. Bronner as well as your review of the file?

A It was, yes.

Q And is everything in there true and accurate?

A Yes.

MR. UTSEY: Object to the form.

MR. MILLIGAN: All right. Thank you, Alex. That's all the questions I have.

MR. UTSEY: I don't have any other questions. Thank you all.

(The reporter asked if the witness would waive or read.)

MR. MILLIGAN: Since we did this by telephone, let's have him read and sign please.

(Off the record the reporter asked counsel to state their transcript orders on the record.)

MR. UTSEY: This is Utsey. I'll need a sealed original and an e-tran please.

(A discussion was held off the record.)

MR. MILLIGAN: This is Tom Milligan. I would like an e-tran and a hard copy please.

(Deposition concluded at 3:50 p.m.)

CERTIFICATE OF DEPONENT

I hereby certify that I have read and examined the foregoing transcript, and the same is a true and accurate record of the testimony given by me. Any additions or corrections that I feel are necessary will be made on the Errata Sheet.

_____

Steven Stewart

_____

Date

(If needed, make additional copies of the Errata Sheet on the next page or use a blank piece of paper.)

ERRATA SHEET

Case: James Markel Bronner vs. Geico

Witness: Steven Stewart Date: 04/26/2018

PAGE/LINE	SHOULD READ	REASON FOR CHANGE

State of Maryland

City of Baltimore, to wit:

I, Alvin Ecarma, a Notary Public of the State of Maryland, Montgomery County, do hereby certify that the within-named witness personally appeared before me at the time and place herein set out, and after having been duly sworn by me, according to law, was examined by counsel.

I further certify that the examination was recorded stenographically by me and this transcript is a true record of the proceedings.

I further certify that I am not of counsel to any of the parties, nor in any way interested in the outcome of this action.

As witness my hand this 8th day of May, 2018.

Alvin Ecarma

Alvin Ecarma
Notary Public

My Commission Expires:

February 29, 2020

Offer of Optional Additional Uninsured Motorist Coverage and Optional Underinsured Motorist Coverage Form, SCDOI Form Number 2006

To: All Insurers Licensed to Transact Property and Casualty Insurance Business within the State of South Carolina

From: Mr. Ernst N. Csiszar, Director

Subject: Offer of Optional Additional Uninsured Motorist Coverage and Optional Underinsured Motorist Coverage Form, SCDOI Form Number 2006

[S. C. Code Ann. Â§38-77-350 (Supp. 1998)]

The purpose of this Bulletin is to issue a revised South Carolina Department of Insurance Offer of Optional Additional Uninsured Motorist Coverage and Optional Underinsured Motorist Coverage Form, SCDOI Form Number 2006. The attached revised Form may be utilized by insurers for all newly-issued automobile insurance policies with effective dates on, and after, March 1, 1999; or an insurer may submit a form for approval to the director or his designee in accordance with Â§38-77-350.

Section 38-77-350(A) (Supp. 1998) requires that the director or his designee to approve a form by which automobile insurers must offer optional additional uninsured motorist coverage and optional underinsured motorist coverage to all applicants for automobile insurance policies. This requirement has been in effect since December 1, 1989. See 1998 S. C. Act Number 148, Section 22 (effective upon July 1, 1989). On August 18, 1989, by memorandum to all licensed insurers transacting automobile insurance business within the State of South Carolina, the Chief Insurance Commissioner for this State attached a "suggested" form to that memorandum. That 1989 form has withstood some limited judicial review. See Osborne v. Allstate Insurance Company, 318 S. C. 479, 462 S. E. 2d 291 (Ct. App. 1995), cert. granted, affirmed by Memorandum Opinion Number 96-Mo-222 (filed upon October 9, 1996).

On July 3, 1997, the State of South Carolina's Automobile Insurance Residual Market and Delivery Systems Reform Act became law. See 1997 S. C. Act Number 154 (Act 154). A complete copy of that Act can be found upon the State of South Carolina's Internet home page at **http://www.scstatehouse.net/bills/254.htm**. Act 154 made a number of dramatic changes to this State's automobile liability insurance delivery system requirements, mandates to underwrite, and mandates to offer. Those statutory changes necessitated changes to the 1989 Offer of Optional Additional Uninsured and Underinsured Coverage Form.

The attached, revised SCDOI Form Number 2006, in the opinion of the State of South Carolina Department of Insurance, meets the statutory requirements of S. C. Code Ann. Â§ 38-77-350 (Supp. 1998). This revised Form, therefore, may be utilized by all insurers for all newly-issued automobile insurance policies with effective dates on, and after, March 1, 1999. It is important to note that the Statute does not require that the Director "promulgate" a form; the statute only requires that the Director "approve" a form. Therefore, any insurer may develop its own version of the offer form and submit that form for prior review and approval or disapproval. Those insurer-developed forms should be forwarded to this Department's Office of Actuarial Services at the above address.

STATE OF SOUTH CAROLINA DEPARTMENT OF INSURANCE SCDI FORM NUMBER 2006 [REVISED EFFECTIVE UPON MARCH 1, 1999] OFFER OF OPTIONAL ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

I. Explanation of Services

The State of South Carolina's automobile insurance laws now allow any insurance company to refuse to underwrite your automobile liability insurance coverage. That refusal may be based upon a number of reasons. Automobile liability insurance coverage pays other motor vehicle drivers and their passengers whom you damage for the damages which you cause and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage is a coverage which pays people upon whom your motor vehicle inflicts bodily injury. Property damage coverage is a coverage which pays people for damages which your automobile causes to their motor vehicles or property.

Once any insurance company makes the business decision to underwrite your automobile liability insurance coverage, then it must provide to you at least $15,000.00 of bodily injury coverage for each person whom you may injure in any single accident and $30,000.00 of bodily injury coverage for two or more people whom you may injure in any single accident. The insurance company must also provide to you at least $10,000.00 in property damage coverage for each accident which you may cause. You may have seen these limits described as $15,000/$30,000/$10,000 or 15-30-10. These limits are commonly-known as minimum limits. If you purchase automobile liability insurance, then, in order to drive your automobile upon the roads of this State, you must have at least minimum limits.

There is no requirement under the laws of this State that an insurance company which underwrites your minimum limits of $15,000/$30,000/$10,000 must also agree to underwrite higher than those minimum limits of automobile liability insurance coverage for you. If your insurance company does agree to offer to you more than the minimum limits, then you will be required to pay an increased automobile insurance premium for those increased limits of protection.

In addition, under this State's insurance laws, once an insurance company agrees to underwrite your automobile liability insurance coverage, you must be offered, at your option, two additional automobile insurance coverages which will protect you in the event you are damaged in an automobile accident by an at-fault automobile driver who either has no automobile insurance or whose automobile insurance liability limits are less than the damages which you suffer in that accident. These coverages are legally termed additional uninsured motorist coverage and underinsured motorist coverage. You may see them referred to within your automobile insurance policy as UM and UIM. If you decide to purchase either of these two optional coverages, then you will be required to pay an additional automobile insurance premium for each of these additional coverages.

Uninsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically must provide uninsured motorist coverage of $15,000/$30,000/$10,000. All uninsured motorist coverages provide for a $200 deductible for property damage claims.

You also have the right to buy additional uninsured motorist coverage, in various limits, up to the limits of the liability coverage which you will carry under your automobile insurance policy. Some of the more commonly-sold limits of additional uninsured motorist coverage, together with the additional premiums which you will be charged, have been printed by your insurance company upon this Form. If there are other limits in which you are interested, but which are not shown upon this Form, then fill-in those limits in the blanks provided. If your insurance company is allowed to market those limits within this State, then your insurance agent will fill-in the amounts of increased premium.

Underinsured motorist coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but that liability insurance coverage is not sufficient to fully compensate you for your damages.

Your automobile insurance policy does not automatically provide any underinsured motorist coverage. However, you have the right to buy underinsured motorist coverage in limits up to the limits of liability coverage which you will carry under your automobile insurance policy. Some of the more commonly-sold limits of underinsured motorist coverage, together with the additional premiums which you will be charged, have been printed by your insurance company upon this Form. If there are other limits in which you are interested, but which are not shown upon this Form, then fill-in those limits in the blanks provided. If your insurance company is allowed to market those limits within this State, then your insurance agent will fill-in the amounts of increased premium.

It is important that you understand that, if you reject either one of these coverages upon this Form and if you are involved in an automobile accident, then this Form may be used by your insurance company as evidence against you if it denies your claim for additional uninsured motorist coverage or underinsured motorist coverage.

If you do not complete this Form and return it to your insurance company or to your insurance agent within 30 days from your receipt of this Form, then the law requires that additional uninsured motorist coverage and underinsured motorist coverage, in the same limits as the automobile liability insurance which you purchase, must be automatically added on to your automobile insurance policy. You will be required to pay an additional premium for each of these two coverages. If you do not pay that additional premium, then your automobile insurance policy may be canceled.

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

Please read this Form carefully. Your insurance agent or your insurance company must answer any questions which you may have. If you have any further questions, then you should contact the State of South Carolina Department of Insurance. Its address and telephone numbers are:

Office of Consumer Services
State of South Carolina Department of Insurance
300 Arbor Lake Drive, Suite 1200
Post Office Box 100105
Columbia, South Carolina 29202-3105
(803) 737-6180
(800) 768-3467
E-mail Address: CnsmMail@doi.sc.gov .

II. Offer of Additional Uninsured Motorist Coverage

Limits of Coverage Amounts of Increased Premium

(These increased premium charges must be filled in by your insurance agent prior to your decision and signature.)

$15,000 / $30,000 / $10,000 Minimum limits of uninsured motorist coverage are automatically provided by your insurance policy.

_____/_____/_____

_____/_____/_____

_____/_____/_____

_____/_____/_____

Your Policy's Liability Coverage Limits:

_____/_____/_____

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

If your answer is "no", then you must then sign here.

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

I select _____/_____/_____.

III. Offer of Underinsured Motorist Coverage

Limits of Coverage Amounts of Increased Premium

(These increased premium charges must be filled in by your insurance agent prior to your decision and signature.)

$15,000 / $30,000 / $10,000.

_____/_____/_____

_____/_____/_____

_____/_____/_____

_____/_____/_____

Your Policy's Liability Coverage Limits:

_____/_____/_____

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

If your answer is "no", then you must then sign here.

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

I select _____/_____/_____.

IV. Applicant's Acknowledgment

By my signature, I acknowledge that I have read -- or I have had read to me -- the above explanations and offers of additional uninsured motorist coverage and underinsured motorist coverage. I have indicated whether or not I wish to purchase each coverage in the spaces provided. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and underinsured motorist coverage, and that payment of benefits under either of these coverages is subject both to the terms and conditions of my automobile insurance policy and to the State of South Carolina's laws.

Type or Print Your Name:

Your Signature:

Your Address:

South Carolina Department of Insurance

300 Arbor Lake Drive, Suite 1200
Columbia, South Carolina 29223

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6223

MARK SANFORD
Governor

ELEANOR KITZMAN
Director of Insurance

BULLETIN NUMBER 2006-03

TO: Insurers Writing Automobile Property and Casualty Insurance in South Carolina

FROM: Eleanor Kitzman, Director Eleanor Kitzman

SUBJECT: Recent Changes in South Carolina Law Concerning Increases in Minimum Liability Limits and Offers of Additional Uninsured and Optional Underinsured Motorist Insurance Coverage Requirements

DATE: July 7, 2006

SECTION I: PURPOSE

The purpose of this bulletin is to address recent changes in South Carolina law governing minimum automobile liability insurance limits and the offering of additional uninsured and optional underinsured motorist insurance coverage. This bulletin supersedes and replaces South Carolina Department of Insurance Bulletin 1999-01 on this subject and South Carolina Department of Insurance Bulletin 2006-01 regarding the decision in *Floyd v. Nationwide Mutual Insurance Company*, 367 S.C.253, 626 S.E.2d 6 (2005).

SECTION II: INCREASE IN MINIMUM AUTOMOBILE LIABILITY INSURANCE LIMITS

Effective January 1, 2007, the minimum automobile liability insurance limits that insurers are required to offer are increased as set forth below:

- $25,000 because of bodily injury to one person in any one accident and, subject to the limit for one person;
- $50,000 because of bodily injury to two or more persons in any one accident; and
- $25,000 because of injury to or destruction of property of others in any one accident.

See 2006 S.C. Rat. No. 377, § 3. These are minimum requirements. Insurers are **not** precluded from issuing, selling or delivering a policy providing liability coverage in excess of these requirements.

The increased minimum limits *only* apply to new or renewal policies with effectives dates of coverage on or after January 1, 2007. It does **not** apply to in-force policies unless those policies cancel mid-term after January 1, 2007. If a minimum limits policy cancels mid-term and is reinstated within the insurer's established reinstatement guidelines, it may be reinstated at the old minimum limits. If the policy cancels mid-term and is re-written, it must be written with the increased minimum limits. Insurers that already have approved rate filings with factors for 25/50/25 and that are not seeking an increase for those limits or any other rates at January 1, 2007 do not need to make any rate filing with the Department. Insurers seeking an increase in their

25/50/25 rates or that do not have approved rates for 25/50/25 must make a rate filing with the Department. Additionally, if an insurer's forms refer to 15/30/10 or 15/30/15 policy limits, new forms and/or an endorsement must be filed. Please submit filing by November 1, 2006 to insure a January 1, 2007 effective date.

SECTION III: WHAT CONSTITUTES A MEANINGFUL OFFER OF OPTIONAL UNDERINSURED MOTORIST COVERAGE

Section 38-77-350 requires the Director to "approve a form which automobile insurers shall use in offering optional coverages required to be offered pursuant to law to applicants for automobile insurance policies." The statute further provides that if the "form is properly completed and executed by the named insured it is conclusively presumed that there was an informed, knowing selection of coverage and neither the insurance company nor any insurance agents has any liability to the named insured or any other insured under the policy for the insured's failure to purchase any optional coverage or higher limits." *See* S.C. Code Ann. §38-77-350 (B) (2002). Pursuant to South Carolina Department of Insurance Bulletin 1999-01, effective March 1, 1999, the Department promulgated SCDOI Form Number 2006, *Offer of Additional Uninsured Motorist Coverage and Optional Underinsured Motorist Coverage.*

In December 2005, the South Carolina Supreme Court held that the insured had to personally mark the selection and sign the form for it to be considered an informed and knowing selection of optional insurance coverage. *See Floyd v. Nationwide Mutual Insurance Company*, 367 S.C.253, 626 S.E.2d 6 (2005). The South Carolina General Assembly effectively reversed the *Floyd* decision with the enactment of 2006 S.C. Rat. No. 377, §1 amending §38-77-350. Effective June 14, 2006, an insurer or representative of the insurer may complete the form for the named insured. If the form is signed by the named insured after it has been completed by the producer or representative of the insurer, it is conclusively presumed that there was an informed, knowing selection of coverage and neither the insurance company nor an insurance agent is liable to the named insured or another insured under the policy for the insured's failure to purchase optional coverage or higher limits. *See* 2006 S.C. Rat. No. 377, §1.

SECTION IV: REVISED SCDOI FORM NUMBER 2006

The Department has revised SCDOI Form Number 2006 to reflect both the increase in the minimum liability limits and the revisions to §38-77-350. Attached as Exhibit 1 is a copy of that revised form. It, or another substantially similar form offering additional uninsured or optional underinsured motorist coverage, must be used by insurers for all newly issued automobile insurance policies. Insurers may also wish to have this revised form completed at renewal for existing policies in order to avail themselves of the protections of §38-77-350. If an insurer chooses to use a form other than SCDOI 2006, it must first be submitted to the Office of Forms and Rates for approval at the address listed below.

Carla Lachance
Manager, Forms and Rates
South Carolina Department of Insurance
300 Arbor Lake Drive, Suite 1200
Columbia, South Carolina 29223
Telephone: (803) 737-6230
Fax: (803) 737-6233
Email: clachance@doi.sc.gov

EXHIBIT 1

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

OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

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

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

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

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

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

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

form of liability insurance, but which is insufficient to fully compensate you for your damages.

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

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

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

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

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

Office of Consumer Services
South Carolina Department of Insurance
300 Arbor Lake Drive, Suite 1200, Columbia, SC 29223
Post Office Box 100105 Columbia, South Carolina 29202-3105
(803) 737-6180
(800) 768-3467 E-mail Address: CnsmMail@doi.sc.gov

Offer of Additional Uninsured Motorist Coverage

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

a. Individual Named Insureds and Partnerships

(1) Split Limits (000's)

Number of Autos (premium per auto)

	1	2	3-4	5-9	10-30	>30
25/50/25						
50/100/50						
100/300/50						
250/500/50						

(2) Single Limits

Number of Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000						
150,000						
350,000						
550,000						

Do you wish to purchase additional uninsured motorist coverage? Yes____ No____

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

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

_____I select _____/_____/_____ split limits: OR
_____I select _____ single limit.

Offer of Optional Underinsured Motorist Coverage

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

a. Individual Named Insureds and Partnerships

(1) Split Limits (000's)

Number of Autos (premium per auto)

	1	2	3-4	5-9	10-30	>30
25/50/25						
50/100/50						
100/300/50						
250/500/50						

(2) Single Limits

Number of Autos (premium per auto)

Limit	1	2	3-4	5-9	10-30	>30
75,000						
150,000						
350,000						
550,000						

Do you wish to purchase optional underinsured motorist coverage? Yes____ No____

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

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

_____I select _____/_____/_____ split limits: OR

_____I select _____ single limit.

Applicant's Acknowledgment

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

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

Type or print your name: _____

Your signature: _____

Your address: _____

_____

Today's date: _____

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity

Appellate Case No. 2019-001096
Case No. 2017-CP-07-00241

Jamar Markel Bronner,

Appellant,

v.

GEICO Indemnity Company, Respondent.

CERTIFICATE OF COUNSEL

I certify that the RECORD ON APPEAL contains all material proposed to be included by any of the parties and not any other material.

Bert G. Utsey, III
SC Bar No. 10093
Post Office Box 30968
Charleston, SC 29417
(843) 818-4399
Attorney for Appellant

December 19, 2019
Charleston, South Carolina

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SC Court of Appeals