

Nationwide Affinity Insurance Company Of America  
PLAINTIFF(S)

Andrew Green  
DEFENDANT(S)

**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), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  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:

This matter came before this Court on January 25, 2021, pursuant to Plaintiff's Motion for Judgment on the Pleadings. Attorney J.R. Murphy appeared on behalf of the Plaintiff and Attorney Alexis W. McCumber appeared on behalf of the Defendant. Both attorneys appeared via WebEx. Each attorney submitted memorandums in support of their position and argued the applicability of specific cases. Attorney for the Plaintiff argued that Bardsley v. Government Employees Ins. Co., 405 S.C. 88, 747 S.E.2d 436 (2013), was applicable to the underlying facts of this case which would preclude defendant from being entitled to underinsured (UIM) motorist coverage under the "property damage" provision. Defense counsel, on the other hand, argued that Glasscock v. U.S. Fidelity and Guar. Co., 348 S.C. 76, 557 S.E.2d 689 (2001) was applicable which would entitle Defendant to recover under the "property damage" provision of the underinsured coverage.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/01/2021 .

RECEIVED

Mar 02 2021

SC Court of Appeals

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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After reviewing the attorney's respective memorandum and the above-referenced cases, this Court believes that Glasscock is controlling. The liability endorsement of the Nationwide policy defines "property damage" as "physical injury to, destruction of or loss of use of tangible property." The UIM endorsement in the Nationwide policy defined "property damage" as "injury to or destruction of your covered auto." Since Nationwide chose to include "physical injury to, destruction of or loss of use of tangible property," it chose to provide greater coverage than the minimum required by statute. Therefore, its UIM endorsement should also include the same language as required in Glasscock. In addition, its policy should be reformed to reflect such coverage.



Florence Common Pleas

**Case Caption:** Nationwide Affinity Insurance Company Of America VS Andrew Green  
**Case Number:** 2020CP2100986  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED

s/D. Craig Brown (2160)

Electronically signed on 2021-02-01 10:40:04 page 3 of 3

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