

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Empire Fire and Marine Insurance Company, Appellant,

v.

RB Recovery and Retail, LLC, also known as RB
Recovery & Bail Bond Agency, LLC, George R.
Peterson, and Suzanne B. Peterson, Respondents.

Appellate Case No. 2011-196966

Appeal From Barnwell County
Doyet A. Early, III, Circuit Court Judge

Unpublished Opinion No. 2012-UP-629
Heard October 1, 2012 – Filed November 28, 2012

AFFIRMED

Clarke W. McCants, III, Nance, McCants & Massey, of
Aiken, for Appellant.

J. Martin Harvey, Jr., Harvey & Kulmala, of Barnwell,
for Respondents.

PER CURIAM: Empire Fire and Marine Insurance Company appeals the circuit court's order granting summary judgment to the respondents. The circuit court's

order indicates the parties stipulated that George Peterson is a named insured under the insurance policy Empire Fire issued to RB Recovery and Retail, LLC. The circuit court relied on that stipulation for its decision, and the fact of that stipulation has not been challenged either in a post-judgment motion or on appeal. Because George is a named insured, there is coverage pursuant to the coverage clause in the policy's underinsured motorists coverage endorsement. We affirm pursuant to Rule 220(b)(1), SCACR, and the following authorities: *S.C. Farm Bureau Mut. Ins. Co. v. S.E.C.U.R.E. Underwriters Risk Retention Grp.*, 347 S.C. 333, 342, 554 S.E.2d 870, 875 (Ct. App. 2001) (finding coverage for injury existed under the terms of policy unless an exclusion applied), *rev'd on other grounds*, 353 S.C. 249, 578 S.E.2d 8 (2003); *Boggs v. Aetna Cas. & Sur. Co.*, 272 S.C. 460, 464, 252 S.E.2d 565, 568 (1979) (stating coverage exclusions are construed against the insurer, which bears the burden of establishing the exclusion).

AFFIRMED.

FEW, C.J., and WILLIAMS and PIEPER, JJ., concur.