



## **POLICYHOLDER'S MANUAL**

### **ALL LINES**

**STATE FISCAL ACCOUNTABILITY AUTHORITY  
INSURANCE RESERVE FUND  
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**July 2015 (REV.)**

## FOREWORD

The purpose of the South Carolina Insurance Reserve Fund is to provide property and liability insurance products to governmental entities in South Carolina. Governmental entities include state agencies, counties, municipalities, school districts, regional transportation authorities, special purpose districts and governmental and eleemosynary hospitals.

The IRF issues a package policy. This type of policy includes two or more coverage parts. Your policy may include:

- Building and Personal Property Coverage Part
- Data Processing Equipment Coverage Part
- Business Interruption/Extra Expense Coverage Part
- Builder's Risk Coverage Part
- Inland Marine Coverage Part
- General Tort Liability Coverage Part
- Medical Professional Liability Coverage Part
- Automobile Liability Coverage Part
- Automobile Physical Damage Coverage Part
- School Activity Vehicle Coverage Part
- Underground Storage Tank Coverage Part

This handbook provides general information concerning the policies issued by the Fund including issue/renewal instructions and claim reporting instructions. While every effort has been made to make this manual as complete and accurate as possible, it does not contain a full restatement of the contracts. In the event of any conflict or omission, the terms of the actual contract of insurance shall be paramount in every instance.

IRF CONTACTS can be found in APPENDIX I and CLAIMS ADJUSTERS BY COUNTY can be found in APPENDIX II

## CONTENTS

### SECTION I - COVERAGES

A. Property	Page 1
1. Definitions	
a. Actual Cash Value	
b. Coinsurance	
c. Deductible	
d. Direct Physical Loss	
e. Replacement Cost	
f. Exposure Code Territory Definitions	
2. Buildings and Personal Property	Page 2
a. Coverage - Direct Physical Loss	
i. Covered Property	
ii. Property Not Covered	
b. Additional Coverages	
c. Earthquake and Flood	
d. Coverage Extensions	
e. Replacement Cost	
f. Coinsurance	
3. Boiler and Machinery	Page 4
a. Coverage - Direct Physical Loss	
i. Covered Property	
b. Coverage Extensions	
4. Data Processing	Page 5
a. Coverage - Direct Physical Loss	
i. Computer Equipment - Definition	
b. Additional Benefits	
5. Business Interruption/Extra Expense	Page 5
a. Coverage	
i. Business Income Definition	
ii. Extra Expense	
b. Additional Coverages	
6. Builder's Risk	Page 6
a. Coverage - Direct Physical Loss	
i. Covered Property	
ii. Property Not Covered	
b. Additional Coverages	
7. Inland Marine	Page 7
a. Coverage	
i. Contractors Equipment Form	
ii. Fine Arts Form	
iii. Scheduled Property Form	
iv. Trip Transit Form	
v. Watercraft Form	

B. Tort Liability	Page 7
1. Definitions	
a. Insured	
b. Personal Injury	
c. Property Damage	
d. Occurrence	
2. Coverages	
3. Exclusions	
4. Limits of Liability	
a. Primary	
b. Excess	
5. Prepaid Legal Expense	
a. Purpose	
b. Eligibility	
c. Coverages	
6. Sewer Backup Coverage	
a. Purpose	
b. Limits	
C. Medical Professional Liability	Page 10
1. Insuring Agreement	
2. Definitions	
3. Exclusions	
D. Automobile	Page 12
1. Definitions	
2. Coverages	
3. Exclusions	
4. Limits of Liability	
E. School Bus Accident (State and District Owned Route Buses)	Page 15
1. Description	
2. Coverages	
3. Exclusions	
F. School Activity Bus Accident (School District Owned/Contracted Vehicles)	Page 15
1. Description	
2. Definitions	
3. Coverages	
4. Exclusions	
G. Pollution Liability Coverage for Owners of Underground Storage Tanks	Page 16
1. Definitions	
2. Coverages	
3. Exclusions	
4. Limits of Liability	
H. Aircraft	Page 18
1. Description	
2. Coverages	

- I. Watercraft
  - 1. Description
  - 2. Coverage

## **SECTION II – RENEWAL PROCEDURES**

- A. General Procedures Page 19
- B. Additional Procedures Page 19
  - 1. Property
  - 2. Tort Liability
  - 3. Medical Professional Liability
  - 4. Automobile
  - 5. School Bus Accident (State and District Owned Route Buses)
  - 6. School Activity Bus Accident (District Owned Buses/Contracted vehicles)
  - 7. Aircraft (State Fleet)
  - 8. Pollution Liability – Underground Storage Tanks
  - 9. Watercraft

## **SECTION III – COVERAGE CHANGES DURING THE POLICY PERIOD**

- A. Property Page 21
  - 1. Building and Personal Property
  - 2. Inland Marine
  - 3. Data Processing Equipment
- B. Tort Liability Page 21
- C. Medical Professional Liability Page 21
- D. Automobile Page 21
  - 1. Liability
  - 2. Physical Damage
- E. School Bus Accident (State and District Owned Route Buses) Page 22
- F. Aircraft Page 22
- G. Pollution Liability – Underground Storage Tanks Page 22
- H. Watercraft Page 22

## **SECTION IV – CANCELLATION & NON RENEWAL** Page 23

## **SECTION V – WHAT TO DO IF YOU HAVE A LOSS**

- A. Property Page 24
- B. Tort Liability Page 24
- C. Medical Professional Liability Page 24
- D. Automobile Page 24
- E. School Bus Accident (State and District Owned Route Buses) Page 25

F. Pollution Liability – Underground Storage Tanks Page 25

G. Aircraft Page 25

H. Watercraft Page 25

**SECTION VI – OTHER**

A. Tort Claims Act Page 26

1. Definitions
2. Background
3. Purpose
4. Basic Provisions

B. Employee Classifications – Tort Liability Page 27

1. Definitions
2. Examples

C. Employee Count – Tort Liability Page 30

D. Policy Forms Page 31

1. Property
2. Tort Liability
3. Automobile
4. School Activity Bus
5. Medical Professional Liability
6. Underground Storage Tanks

## SECTION I – COVERAGES

### A. PROPERTY

#### 1. DEFINITIONS

- a. “Actual cash value” means the then current cost of replacing property with new property of like kind, less the dollar equivalent of any physical depreciation and economic obsolescence that had accumulated immediately prior to the property’s destruction or abstraction.
- b. “Coinsurance” establishes the minimum amount of insurance required and is expressed in a percentage of the property’s insurable value at the time of loss, i.e., replacement cost basis or actual cash value basis. The purpose of coinsurance is to provide an incentive to insure-to-value. A coinsurance “penalty” applies to losses when the insured value is less than the applicable coinsurance requirement.
- c. “Deductible” is the fixed dollar amount subtracted from each loss, and the Fund is obligated to pay the remainder.
- d. “Direct physical loss” means the policy covers all perils of direct physical loss or damage unless they are excluded or limited by the coverage form. The “Causes of Loss-Special Form” (PD-05) is used to provide coverage on property policies other than inland marine insurance. In addition, the specific perils of earthquake and flood are automatically added by endorsement.
- e. “Replacement cost” means the insured recovers on the basis of replacement cost of the damaged property at the time and place of loss, without reduction for physical depreciation and economic obsolescence.
- f. “Exposure Code Territory Definitions”

#### **INLAND**

Inland territory includes all parts of South Carolina except those designated as Seacoast or Beach.

#### **SEACOAST**

All areas within Horry, Georgetown, Berkeley, Charleston, Dorchester, Colleton, Beaufort, and Jasper Counties.

#### **BEACH**

- (1) All areas in Beaufort County and Colleton County which are east of the west bank of the Intracoastal Waterway;
- (2) The following areas in Georgetown County: all areas between the Harrell Siau Bridge and the Georgetown-Horry County border which are east of a line paralleling U.S. Highway No. 17, and Cedar Island, North Island and South Island;

- (3) All areas in Horry County east of U.S. Highway No. 17, or By-Pass 17, whichever is farther to the west;
- (4) The following areas in Charleston County: Edisto Island, Edingsville Beach, Kiawah Island, Botany Bay Island, Folly Island, Seabrook Island, Morris Island, and all areas north of the City of Charleston which are east of the west bank of the Intracoastal Waterway and the following areas:
  - (a) The portion of James Island which is east of the west bank of the James Island Creek;
  - (b) The portion of John's Island which is east of a line paralleling Exchange Road which becomes Plow Ground Road to Hoopstick Island Road to Church Creek; and
  - (c) The portion of Wadmalaw Island which is east of a line paralleling Roseville Road to west of Cherry Point Road to Maybank Highway to Brigger Hill Road.

2. BUILDING AND PERSONAL PROPERTY INSURANCE (Form PD04 01-01)

a. Coverage: The Fund will pay for direct physical loss of or damage to covered property unless excluded or limited. Coverage is written on a replacement cost basis with an 80% coinsurance clause. A standard \$1,000 deductible applies to each occurrence, with optional higher deductibles available.

i. Covered Property may be "Building", "Your Business Personal Property", or "Personal Property of Others."

"Building" includes the structure, outdoor fixtures, property which services the premises, completed additions and, if not covered by other insurance, alterations and repairs to the building. A covered building is scheduled on the policy Declaration page.

"Business Personal Property" applies to furniture and fixtures; machinery and equipment; all other personal property owned by the organization and used in the business; and the insured's use interest as a tenant in improvements and betterments. Also insurable as business personal property is leased property for which you have a contractual responsibility to insure.

"Personal property of others" applies to property in your care, custody or control and located in or on a scheduled building. Property must be in the physical control of the insured and scheduled on the Declaration page. (This does not include tools owned by your employees.)

ii. PROPERTY NOT COVERED (EXCLUDED) INCLUDES: (Form PD04 01-01)

- |                           |                                    |
|---------------------------|------------------------------------|
| Accounts, bills, currency | Land and water                     |
| deeds, food stamps, etc.  | Outdoor antennas, unless scheduled |

Animals, except when held for sale or boarded for others.	Personal property while airborne or waterborne
Automobiles	
Bridges, roadways, walks patios, etc.	Pilings, piers, wharves and docks
Contraband	Property more specifically covered elsewhere, (excess only)
Cost of excavations, grading backfilling or filling	Retaining walls not part of buildings
Fences, when outdoors, unless scheduled	Underground pipes, flues, or drains
Foundations of buildings	Valuable papers
Growing crops and lawns	Vehicles or self propelled machines
	Property while outside of building

- b. ADDITIONAL COVERAGES extend the insurance provided beyond direct physical damage, and are automatic. Additional coverages include:

“Debris removal” applies to expenses incurred in cleaning up covered property after a covered cause of loss.

“Preservation of property” applies to property moved from an insured location for protection from loss by a covered peril.

“Fire department service charge” applies to service charges assessed by a fire department, up to \$1,500.

“Pollutant cleanup and removal” applies to expenses incurred to extract pollutants from land or water at a covered location, if the discharge is caused by or results from a covered cause of loss, up to \$10,000.

- c. Earthquake (Form PD10 01-91) and Flood (Form PD11 01-91) perils are included at each location scheduled on the declarations pages of the insured. (Earthquake coverage has a separate deductible of 5 %.)

- d. COVERAGE EXTENSIONS are additional amounts of insurance. Coverages are excess as to other insurance that is more specific. Coverage extensions include:

“Newly acquired or constructed property” applies to new buildings under construction on the insured’s premises and any buildings acquired within the policy territory, not to exceed \$250,000. This extension functions in excess of more specific builder’s risk coverage. Additional premium applies from the date construction begins or the property is acquired.

“Personal effects and property of others” applies to property in your care, custody or control, up to \$5,000. Theft coverage is excluded.

“Valuable papers and records-cost of research” applies to expenses to restore such property, up to \$5,000.

“Property off-premises” applies to covered property at a temporary location, up to \$10,000.

“Outdoor property” applies to outdoor fences, radio antennas, television antennas, detached signs, trees, shrubs and plants. Such property is covered for the perils of fire, lightning, explosion, riot, civil commotion or aircraft, up to \$3,000.

- e. REPLACEMENT COST: Property not covered at replacement cost includes property of others, manuscripts, works of art, antiques or rare artifacts. Such property is covered at actual cash value.
- f. COINSURANCE: An 80% coinsurance clause is in effect. A coinsurance “penalty” applies to losses when the insured value is less than 80% of the replacement value at the time of loss. Clear-cut examples of the adjustment of losses subject to coinsurance are outlined in the policy.

### 3. BOILER AND MACHINERY INSURANCE (Form PD12 01-01 and Form PD05 01-01)

- a. COVERAGE: The Fund will pay for direct damage to covered property caused by a sudden and accidental breakdown of the property, unless excluded or limited.
  - i. “Covered property” means:
    - 1. Any boiler, fired vessel, unfired vessel normally subject to vacuum or internal pressure, refrigerating and air conditioning vessels.
    - 2. Any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.
    - 3. Any cushion or expansion tank used with a hot water heating boiler or condensate return tank, when used with any of the insured objects.
- b. COVERAGE EXTENSIONS: There are four coverage extensions: “Expediting expenses” applies to reasonable extra costs to make temporary repairs, expedite permanent repairs, and expedite permanent replacement.

“Automatic coverage for a newly acquired location” applies to insurable property at new locations. Coverage continues for 90 days.

“Defense” applies the costs to defend and settle a claim or suit alleging liability for damage to property of others in the care, custody or control of the insured.

“Supplementary payments” apply to expenses incurred in the settlement of a claim or suit.

#### 4. DATA PROCESSING EQUIPMENT INSURANCE (Form PD20 01-01)

a. COVERAGE: The Fund will pay for direct physical loss or damage to computer equipment unless excluded or limited. We’ll cover computer equipment you own, rent or for which you are legally responsible. Coverage is written on a replacement cost basis with a 100% coinsurance clause. A standard \$1,000 deductible applies to each loss.

i. “Computer equipment” means a network of machine components capable of accepting information, processing it and producing results. It includes air conditioning, fire protection equipment and electrical equipment used exclusively in the computer operation.

b. ADDITIONAL BENEFITS INCLUDE:

“Data, media, programs, and extra expenses” covered up to 20% of highest location value with a minimum of \$10,000 and maximum of \$100,000. Coverage provided on an actual cash value basis.

We will cover additional equipment you acquire while this agreement is in effect. “Newly acquired equipment” is covered up to \$500,000 dollars. You must report the additional equipment within (60) sixty days of the purchase or the extension of coverage will expire.

Property at “temporary location” covered up to \$500,000. Coverage is provided for a maximum of 60 days while at any temporary location.

“Removal coverage” to cover property away from a covered location to a safe place. You must tell us within ten days after you move the property for the property to apply.

“Debris removal” to cover costs of removing debris resulting from a covered loss.

“Breakdown coverage” applies to mechanical breakdown or machinery breakdown; short-circuit blow-out, or electrical damage to equipment. A \$1,000 deductible applies to each loss.

#### 5. BUSINESS INTERRUPTION/EXTRA EXPENSE (Form PD17 01-91)

a. COVERAGE: The Fund will pay for the actual loss of business income and/or extra expense due to the necessary suspension of operations caused by direct physical loss of or damage to covered property.

- i. "Business income" means net income that would have been earned or incurred or continuing normal operating expenses.
- ii. "Extra expense" means the additional expenses that are necessary to avoid or minimize the interruption of business.

b. **ADDITIONAL COVERAGES INCLUDE:**

"Civil authority" applies to the extra expense caused by a civil authority prohibiting access to the damaged property.

"Alterations and new buildings" applies to new structures or alterations and begins on the date that operations would have begun except for the occurrence of the loss.

"Extended business income" applies to additional loss of business income after property is actually repaired and operations are resumed, until the business can be restored, with reasonable speed, to the condition that would have existed had no loss occurred.

6. **BUILDER'S RISK (Form PD23 01-91)**

- a. **COVERAGE:** The Fund will pay for direct physical loss of or damage to covered property unless excluded or limited. Coverage is written on a replacement cost basis with a 100% coinsurance clause. A standard \$1,000 deductible applies to each occurrence.

- i. "Covered property" includes the structure under construction, foundations, and, if intended to become a permanent part of the structure, fixtures, machinery, equipment, building materials and supplies within 100 feet of the premises.

- ii. "Property not covered" includes land, lawns, trees, shrubs and plants, radio and television antennas, and signs not attached to buildings.

b. **ADDITIONAL COVERAGES INCLUDE:**

"Debris removal" applies to the expenses incurred in cleaning up covered property after a covered cause of loss, up to 25% of the direct physical loss.

"Preservation of property" applies to property moved from an insured location for protection from loss by a covered peril.

"Fire department service charge" applies to service charges assessed by a fire department, up to \$1,000.

"Pollutant clean up and removal" applies to expenses incurred to extract pollutants from land or water at a covered location, if the discharge is caused by or results from a covered cause of loss, up to \$10,000.

## 7. INLAND MARINE

- a. **COVERAGE:** Applies to property moving, capable of being moved or aiding in the movement of property. The Fund will pay for direct physical loss of or damage to covered property unless excluded. Coverage is written on the following forms:
- i. "Contractors equipment form" (Form PD13 01-01) applies to mobile heavy equipment. The Fund will pay for direct physical damage of or loss to covered property unless excluded or limited. Coverage is written on an actual cash value basis with a 100% coinsurance clause. A deductible equal to 2% of the amount of loss, with a \$500 minimum applies to each loss. Automatic coverage is provided on newly acquired property if reported within 30 days of acquisition, limited to the lesser of \$25,000 or 25% of total limits of insurance.
  - ii. "Fine arts floater form" (Form PD19 01-91) applies to objects of art such as pictures, statuary, bronzes and antiques, rare manuscripts and books, etc. The Fund will pay for direct physical loss of or damage to covered property unless excluded or limited. Coverage is written on an agreed value basis with a 100% coinsurance clause. A standard \$500 deductible applies.
  - iii. "Scheduled property floater form" (Form PD14 01-01) applies to miscellaneous property that is mobile in nature. The Fund will pay for direct physical damage of or loss to covered property unless excluded or limited. Coverage is written on an actual cash value basis with a 100% coinsurance clause. A standard \$500 deductible applies to each loss.
  - iv. "Trip transit endorsement" (Form PD22 01-91) applies to the owner's property while being transported. The Fund will pay for direct physical damage of or loss to covered property unless excluded or limited. Coverage is written on an actual cash value basis with a 100% coinsurance clause. A standard \$500 deductible applies to each loss.
  - v. "Watercraft form" (Form PD18 01-91) applies to outboard boats, inboard boats, inboard/outboard boats, and sailboats, less than 26 feet. The Fund will pay for direct physical loss of or damage to covered property, unless excluded or limited. Coverage is written on an actual cash value basis with a 100% coinsurance clause. A standard \$500 deductible applies to each loss.

## B. TORT LIABILITY (Form CD01 3-05)

### 1. DEFINITIONS

- a. "Insured" includes the entity named on the declaration page, employees of the entity, while acting in the scope of their official duties and volunteers, as defined by Section 8-25-10 of the S. C. Code, while acting in the scope of their official duties.

An insured does not include an independent contractor or non-governmental entities/employees, except when acting as volunteers.

- b. "Personal injury" means:
  - i. Bodily injury caused by an occurrence
  - ii. Injury arising out of or one or more following offenses committed during the policy period.
    - 1. false arrest, detention, imprisonment, malicious prosecution or humiliation resulting from false arrest, detention, imprisonment or malicious prosecution
    - 2. wrongful entry or eviction
    - 3. libel and slander
    - 4. assault and battery
    - 5. discrimination on the basis of race, sex, age, religion or handicap
    - 6. denial of due process as guaranteed by the 5<sup>th</sup> and 14<sup>th</sup> Amendments of the United States Constitution.
    - 7. violation of the 1<sup>st</sup>, 4<sup>th</sup>, and 8<sup>th</sup> Amendments of the United States Constitution.
- c. "Property damage" means physical damage to or destruction of tangible property, including loss of use.
- d. "Occurrence" means an accident, including continuous or repeated exposure to conditions, which result in personal injury or property damage neither intended nor expected from the standpoint of the insured. (Negligence)

## 2. COVERAGES

The Fund will pay on behalf of the insured all sums (up to the policy limits) which the insured shall become legally obligated to pay to a third party as damages because of personal injury or property damage caused by an occurrence. In addition, the Fund will pay all defense costs; reasonable medical expenses (limited to \$1,000 per person); and premiums on appeal bonds and attachment bonds.

A standard \$250 per claim deductible applies to all property damage claims.

Coverages are written on an "occurrence" policy form. Coverage of the "occurrence" policy is triggered by the event resulting in damages to a third party. The "occurrence" policy will respond to covered events arising during the policy period, no matter when the claim is eventually reported.

## 3. EXCLUSIONS INCLUDE

- a. Contractual liability. Contractual liability exists when one party assumes the liabilities of another party, or the financial responsibility for those liabilities, by means of a contract. Two examples are "hold harmless" clauses and "indemnification" clauses in written agreements. The insured should be alert to any wording in contracts that state you will "hold harmless", "indemnify" or "name an additional insured."

- b. Automobile, aircraft and watercraft (in excess of 26 feet in length) liability. (Each risk can be covered by separate policies issued by the Fund.)
- c. Liability from any pre-arranged speed contest.
- d. Pollution liability, except sudden and accidental.
- e. War risks.
- f. Workers' Compensation liability.
- g. Bodily injury to fellow employees.
- h. Property damage to property owned by or in the care, custody and control of the insured. (Owned or leased property can be covered by separate policies issued by the Fund.)
- i. Property damage to seized property, including money.
- j. Professional liability of medical practitioners. (Medical professional liability can be covered by a separate policy written by the Fund.)
- k. Retaliation
- l. Inverse condemnation

4. LIMITS OF LIABILITY

a. Primary

The insured selects the limit of liability. Currently two plans of coverage are available

- (1) \$600,000 per occurrence
- or
- (2) \$1,000,000 per occurrence

The limit of liability is the maximum amount the Fund will pay as damages for any single occurrence. The limit applies regardless of the number of people against whom the claim is made. Liability limits in excess of \$600,000 per occurrence shall apply only in actions or claims to which Chapter 78 of the South Carolina Code of Laws does not apply.

5. Prepaid Legal Defense

- a. Purpose - This coverage is designed to pay the costs of defending legal suits that are not covered under the Tort Liability Insurance Policy.

Examples of such suits include:

Breach of Contract Suits  
Suits seeking injunctive relief  
Suits seeking return of property

- b. Eligibility - Entities that are insured under the Tort Liability Policy are eligible to participate in the prepaid legal defense costs coverage. Claims for actions of contract employees are not eligible.
- c. Coverages - An automatic \$15,000 coverage is added to your Tort liability insurance policy. There is no premium charge for this coverage. Additional amounts of coverage are available up to \$985,000. The premium for this additional coverage is 10% of the coverage amount chosen.

6. Sewer Backup Coverage

- a. Purpose – This coverage is intended to provide the insured a source of recovery for expenses for property damage, including clean-up costs, resulting from the backup of water through sewers or drains maintained by the insured, regardless of fault.
- b. Limits – Two limits are available: (1) \$1,000 maximum each loss, with \$250 deductible or (2) \$5,000 maximum for each loss, with \$250 deductible and 20% co-pay from the insured. Any payments made under this provision reduces the applicable limit of the Fund's liability

(The payment is made to the Insured not the claimant.)

C. MEDICAL PROFESSIONAL LIABILITY INSURANCE (Form MD36 12-06)

1. INSURING AGREEMENT

- a. The Insurance Reserve Fund will pay on behalf of the insured damages for which the insured is legally obligated to pay which arise from the rendering or failure to render professional services during the policy period.
- b. The Insurance Reserve Fund has the exclusive duty and right to defend any suit against an insured and has the right to make the decision to settle or defend. Defense costs are in addition to limits of liability.
- c. Limits of liability are established by a South Carolina Statute known as the Tort Claims Act as follows:

\$300,000 per person	non physician
\$600,000 per occurrence	
\$1,200,000 per person	physician
\$1,200,000 per occurrence	

## 2. DEFINITIONS

- a. "Injury" means bodily physical injury, sickness, disease, mental or emotional distress accompanied by a physical manifestation thereof, or death resulting from any one or more thereof.
- b. "Insured" means the entity named in the declaration, employees, authorized volunteers, physicians in authorized practice plans, members of duly appointed committees and boards.
- c. "Professional services" means:
  1. Medical including emergency and paramedical, surgical, psychological, dental, radiological or nursing service or treatment, including the furnishing of food or beverages in connection therewith.
  2. Furnishing, filling or dispensing drugs or medical, dental, or surgical supplies or appliances if injury occurs after the insured has relinquished possession thereof.
  3. Handling of or performing postmortem examinations on human bodies.
  4. Services by any person as a member or employee of any governing or other formal board or committee of the Named Insured or as any other person charged with executing directives of any such board or committee. or may be reasonably expected to result in Bodily Injury neither expected or intended by the insured.
- d. "Occurrence" means any accident or other event (including non action) which does or may be expected to result in Bodily Injury neither expected or intended by the insured.
- e. "**Policy Territory**" means (1) The United States of America, its territories or possessions, or (2) anywhere in the world with respect to "Injury" arising out of the activities of any "Insured" permanently domiciled in the United States of America, though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions.

## 3. EXCLUSIONS INCLUDE

1. Injury to any employee of the Named Insured arising out of or in the course of his employment by the named insured.
2. Any obligation for which the insured or any carrier as his insurer may be liable under and Worker Compensation, unemployment compensation, disability benefits or other similar law or regulation.
3. Expenses incurred by the insured for first aid at the time of any accident or occurrence.
4. Liability imposed by statute

5. Occurrences involving parties not approved or insured by the Fund
6. Dishonesty, fraud and deliberate acts
7. Entities not shown in the declarations of the policy
8. Claims involving the loading or unloading of a motor vehicle
9. Acting outside scope of employment except as good samaritan

#### D. AUTOMOBILE INSURANCE (Form CD20 03-05)

##### 1. DEFINITIONS

- a. "Insured" means the entity named on the declaration page and anyone else while using a covered vehicle with permission, for the intended purpose, except when the driver using the vehicle is working in a business of selling, servicing or repairing or parking autos.
- b. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- c. "Property damage" means damage to or loss of use of tangible property.
- d. "Accident" means a mishap to include continuous or repeated exposure to the same conditions, which results in bodily injury or property damage the insured neither intended nor expected.
- e. "Covered auto" means any land motor vehicle, trailer or semi-trailer that the insured owns, hires or borrows and which is designed for travel on public roads.

##### 2. COVERAGES

- a. "Third party liability" (Part IV of Standard policy) - The Fund will pay on behalf of the insured all sums (up to the policy limits) which the insured shall become legally obligated to pay to the third party as damages because of bodily injury or property damage caused by an accident and resulting from the ownership, maintenance or use of a covered auto. In addition the Fund will pay for defense costs and premiums on bail bonds and attachment bonds.
- b. "Auto Medical Payments" (Endorsement CD20 04-08) - This is a form of no-fault coverage. The general purpose of this insurance is to provide a prompt source of medical expense reimbursement for occupants of a covered auto. Coverage is limited to a maximum of \$1,000 per person.

- c. "Uninsured Motorists Coverage" (Endorsement CD20 04-08) - This coverage basically amounts to insurance against being injured in an accident with an at-fault motorist who is not protected by bodily injury liability or property damage liability insurance. Subject to the policy limits, the Fund will pay to the insured all sums which the uninsured motorist is legally obligated to pay because of bodily injury or property damage caused by an accident. Coverage applies only if the uninsured motorist is legally liable for the bodily injury or property damage. Coverage is limited to the statutory Basic limits as of the date of the loss.
- d. "Nonowned Auto Liability Coverage" (Endorsement CD20 04-08) - This coverage is intended to provide the insured with liability protection when an employee is using a privately owned vehicle in the performance of his/her duties. The insured is provided the policy limits of liability. However, the coverage provided is excess of any other valid and collectible insurance covering that vehicle.
- e. "Nonowned Auto Physical Damage" (Endorsement CD20 04-08) - This coverage is intended to provide the insured with physical damage coverage when an employee is using a rental vehicle in the performance of his/her duties. The coverage does not apply to the use of the employee's vehicle or vehicles operated under long term lease. The insurance is subject to any other valid and collectible insurance and a \$200 deductible. The coverage is limited to less than 30 consecutive days per vehicle per rental period.
- f. "Auto Physical Damage" (Comprehensive and Collision) - Coverages (Part VII of Standard Policy) - The insured may elect to insure all or part of its fleet of vehicles for these coverages. Comprehensive coverage provides "all-risk" protection on covered autos from any cause, except collision and overturn. Collision coverage includes losses involving the collision of a covered auto with another object and the overturn of a covered auto. In the event of loss, the Fund will pay the smaller of the actual cash value of the damaged or stolen property at the time of loss or the cost of repairing or replacing the property.

A standard \$500 per claim deductible applies to each claim per auto, with optional higher deductible available.

An insured may purchase comprehensive coverage only, but cannot purchase collision coverage only.

- g. "Towing" (Part VII A2 of Standard Policy) - If the auto is insured for any physical damage coverage, the Fund will pay up to \$25 for towing and labor costs each time the covered auto of a private passenger type is disabled.

Other transportation expense (Part VII B of Standard Policy) - If the auto is insured for comprehensive coverage, the Fund will pay up to \$10 per day, maximum of \$300, for transportation expense incurred because of the total loss or theft of a covered auto.

- h. "Garagekeepers" (Form CD33 05-95 or Form CD43 05-95) – Available to insureds that have garage operations meaning the ownership, maintenance or use of locations for a garage business. Provides comprehensive and collision coverage for autos left with the insured for service, repair, storage or safekeeping. Two limits of liability are available: (1) \$50,000 per accident and (2) \$100,000 per accident.

### 3. EXCLUSIONS

#### a. IMPORTANT LIABILITY EXCLUSIONS INCLUDE:

- i. Contractual liability. Contractual liability exists when one party assumes the liabilities of another party, or the financial responsibility for those liabilities, by means of a contract. Two examples are "hold harmless" clauses and "indemnification clauses" written in agreements. The insured should be alert to any wording in contracts with private parties that say you will "hold harmless", "indemnify" or "name an additional insured".
- ii. Workers' Compensation liability.
- iii. Bodily injury to fellow employees.
- iv. Bodily Injury to any employee of the insured arising out of and in the course of his or her employment by the insured.
- v. Property damage to property owned, or in the care, custody and control of the insured. (Can be covered by separate policies issued by the Fund.)
- vi. Pollution liability, other than sudden and accidental.

#### b. IMPORTANT PHYSICAL DAMAGE EXCLUSIONS INCLUDE:

- i. Wear and tear, freezing, mechanical or electrical breakdowns, blowouts, punctures or road damage to tires not caused by an accident.
- ii. War risks.
- iii. Equipment not permanently attached to or installed in a covered vehicle.

### 4. LIMITS OF LIABILITY. The insured selects the limits of liability. Currently two plans are available:

- a. \$600,000 Single limit policy. Regardless of the number of vehicles or the number of persons involved in the accident the most we will pay for all resulting damages will be \$600,000
- b. \$1,000,000 Single limit policy. (Same as 4a. with higher maximum limits.)

The limit of liability is the maximum amount the Fund will pay as damages for any single occurrence. The limit applies regardless of the number of people against whom the claim is made. Liability limits in excess of \$600,000 per occurrence shall apply only in actions or claims to which Chapter 78 of the South Carolina Code of Laws does not apply.

E. SCHOOL BUS ACCIDENT INSURANCE (STATE OWNED BUSES) (Form CD35 07-86)  
(DISTRICT OWNED ROUTE BUSES) (Form CD32 05-10)

1. DESCRIPTION OF POLICY

As required by statute, no fault accident insurance is provided to lawful occupants (pupil/passenger) of State or District owned Route school buses. These accident insurance benefits are included in the automobile policy issued to the Department of Education. No fault coverage provides benefits without regard to fault or negligence.

2. COVERAGES

- a. Accidental Death and Dismemberment - The Fund will pay to or on behalf of an insured (pupil/passenger) a maximum benefit of \$50,000 for death or dismemberment.
- b. Medical Expense - The Fund will pay to an insured (pupil/passenger) up to \$53,000 for medical expenses for bodily injuries suffered in an accident. However, the Fund will not pay medical expenses in excess of \$3,000 when other insurance is available to pay such costs.

3. EXCLUSIONS

a. IMPORTANT EXCLUSIONS INCLUDE:

- i. Aircraft Liability.
- ii. Loss caused by disease, suicide, self inflicted injury, war, mental infirmity or hernia.
- iii. To injury which occurs while the insured is serving in the armed forces of any country.
- iv. Worker's compensation liability
- v. Expenses incurred for preventive medicines, routine eye, ear or dental examination, eye glasses, contact lens, hearing aids, orthopedic devices.
- vi. Cosmetic surgery, except to repair injured body part.

F. SCHOOL ACTIVITY BUS ACCIDENT INSURANCE (SCHOOL DISTRICT OWNED/CONTRACTED VEHICLES) (Form CD34 02-87)

1. DESCRIPTION

This policy provides no fault accident insurance coverage for lawful occupants of school district owned vehicles and contract carriers. No fault coverage provides benefits without regard to fault or negligence.

## 2. DEFINITIONS OF IMPORTANT TERMS

- a. "Lawful occupants" means a pupil/passenger.
- b. "Contract carriers" means anyone hired by the school districts to fill special transportation needs, i.e., to transport a handicapped child to/from school. For the purposes of this policy, contract carriers do not include common carriers hired to transport school officials and pupils to special events, i.e., a bus hired to transport an athletic team to a game.
- c. "Bodily injury" means bodily injury, sickness or disease including death resulting from an accident.

## 3. COVERAGES

- a. Accidental death and dismemberment. The Fund will pay to or on behalf of a lawful occupant a maximum benefit of \$50,000 for death or dismemberment.
- b. Medical expenses. The Fund will pay to a lawful occupant up to \$53,000 for medical expenses for bodily injury suffered in an accident. However, the Fund will not pay medical expenses in excess of \$3,000 when other insurance is available to pay such costs.

## 4. EXCLUSIONS

- a. IMPORTANT EXCLUSIONS INCLUDE:
  - i. Aircraft Liability.
  - ii. Loss caused by disease, suicide, self inflicted injury, war, mental infirmity or hernia.
  - iii. Workers' Compensation Liability.
  - iv. Preventive medicines, routine examinations, eyeglasses, contact lens, hearing aids, artificial limbs and orthopedic devices.
  - v. Cosmetic surgery, except for repair of injured body part.

## G. POLLUTION LIABILITY - UNDERGROUND STORAGE TANKS (UST'S) (Form CD07 02-07)

### 1. DEFINITIONS

- a. "Claim" means a written demand made against the Insured for Damages.

- b. "Damages" includes monetary awards or settlements for compensatory damages or reasonable and necessary costs or expenses incurred to remove, treat, neutralize, contain, or clean up any petroleum product.
- c. "Environmental Impairment" means the release, spillage, leakage, emission, discharge, escape, leach, or disposal from a UST containing petroleum products.
- d. "Environmental Injury" means impairment or diminution of or interference with any governmental right protected by law.
- e. "Insured" means the entity and any director, officer or employee.
- f. "Personal Injury" means bodily injury, sickness, disease, mental anguish, shock, disability or death.
- g. "Pollution Clean-up Liability" means the obligation of the insured to remove, treat, neutralize, contain or clean up any petroleum product.
- h. "Property Damages" means physical injury to or destruction of tangible property, including loss of use.

## 2. COVERAGES

The Fund will pay on behalf of the insured all sums (up to the policy limits) which the insured shall become legally obligated to pay as damages because of: (a) personal injury, property damage or environmental injury for claims arising out of an environmental impairment, (b) pollution clean-up liability arising from an environmental impairment. Policy provides claims-made coverage.

## 3. IMPORTANT EXCLUSIONS INCLUDE

- a. Any damages resulting from an environmental impairment occurring prior to the original policy inception date if the environmental impairment was known or should have been known.
- b. Liability arising out of failure to comply with any Statute, regulation or ordinance.
- c. Workers' Compensation Liability.
- d. Bodily injury to fellow employees.
- e. Property damage to property owned by or in the care, custody or control of the insured.
- f. Liability assumed under contract.
- g. Automobile, aircraft and watercraft liability.
- h. Routine and normal clean-up.
- i. Nuclear risks.

- j. War risks.
- k. Environmental impairments at inactive or closed locations unless the location is listed in the Declarations, owned by the insured and properly closed and deactivated.
- l. Fines or punitive damages.

#### 4. LIMITS OF LIABILITY

The most the policy will pay for any single environmental impairment is \$1,000,000, with a \$1,000,000 annual aggregate for all claims and pollution clean-up liability. The limit applies regardless of the number of people against whom a claim is made.

Note: The Fund is no longer accepting new underground storage tanks for coverage.

#### H. AIRCRAFT INSURANCE

##### 1. DESCRIPTION OF COVERAGE

The Fund provides insurance coverage for aircraft owned and operated by the State of South Carolina through a private carrier.

##### 2. COVERAGES

Third party liability: \$10,000,000 maximum per occurrence

Medical Expenses: \$10,000 maximum each person

Aircraft Physical Damage: Stated amounts

#### I. WATERCRAFT INSURANCE

##### 1. DESCRIPTION OF COVERAGE

The Fund purchases insurance coverage for watercraft in excess of 26 feet that are owned and operated by the State of South Carolina.

##### 2. COVERAGES

Third party liability: \$600,000 each accident

Medical Expenses: \$1,000 each person

Hull Physical Damage: Stated amounts

## SECTION II - RENEWAL PROCEDURES

### A. GENERAL PROCEDURE

Approximately 60 days prior to the policy anniversary date, the Fund mails or a representative delivers renewal notices to each insured. At that time, the insured should review current coverages and make any necessary changes. The insured's name, address, contact person and phone number should also be checked for accuracy. Any changes may be made on the renewal notice. The renewal notice must be signed and returned to the Fund, even if there are no changes.

### B. ADDITIONAL PROCEDURES

#### 1. PROPERTY

The insured should review the property appraisal report, comparing current replacement value to current insured value as shown on the renewal notice. It is important to insure property to value. The insured should also review the schedule of properties insured to determine if any additions or deletions are necessary. An Insurance Reserve Fund representative will meet with you to discuss the policy renewal and answer any questions about coverages.

#### 2. TORT LIABILITY

The annual premium for tort coverage is based on the number of employees, by specific category. The categories of employees are printed on the renewal notice. The insured is responsible for providing the employee count. The Fund has developed guidelines to help you classify and count your employees. The guidelines are included in Section V of this manual. Please complete the prepaid legal and other endorsements. It is important to mark all choices for optional coverages that apply.

#### 3. MEDICAL PROFESSIONAL LIABILITY

##### Renewal Procedure for Medical Professional Liability

The annual premium for coverage is based on the insureds types of exposures. The renewal worksheet should be reviewed carefully to be sure it accurately shows the current exposures of the entity. A visit is made around the renewal date to discuss the policy and any anticipated changes.

Once the worksheet is reviewed it should be signed and returned even if there are no changes.

#### 4. AUTOMOBILE

##### a. LIABILITY

The insured is to indicate on the renewal notice the number of vehicles owned or operated under long term lease and the plan of coverage desired. A complete schedule of these vehicles should be forwarded to the Fund with the renewal notice each year. The listing should include the year, make, model and serial number of each vehicle.

b. PHYSICAL DAMAGE

The renewal notice indicates the vehicles insured for the coverage. The insured should check for accuracy, making any additions or deletions.

5. SCHOOL BUS ACCIDENT (STATE AND DISTRICT OWNED ROUTE VEHICLES)

The insured is to report the number of route buses in each school district.

6. SCHOOL ACTIVITY BUS ACCIDENT (SCHOOL DISTRICT OWNED/CONTRACTED VEHICLES)

The insured is to provide a listing of all activity vehicles owned or contracted. The listing is to include the seating capacity of each vehicle.

7. AIRCRAFT (STATE FLEET)

A listing of currently insured aircraft is sent to the insured. All information should be reviewed for accuracy including hull and equipment values. A list of approved pilots and their current ratings should be returned with the worksheet.

8. POLLUTION LIABILITY - UST'S

The insured is to update the renewal notice as needed. (Note: The Fund is no longer accepting new underground storage tanks for coverage.)

9. WATERCRAFT

A listing of currently insured watercraft over 26 feet is sent to the insured. All vessel information should be reviewed including the hull and equipment values. An up date list of operators and their current certifications should be returned with the worksheet.

### **SECTION III - COVERAGE CHANGES DURING THE POLICY PERIOD**

Write, fax or e-mail your Insurance Reserve Fund representative giving the following information.

#### **A. PROPERTY**

##### **1. BUILDING AND PERSONAL PROPERTY**

- a. Effective date to begin, end or change coverage.
- b. Segment number (if applicable).
- c. Name or description of building.
- d. Location of the property (911 address or street # and name, city and zip code).
- e.
  - i. Replacement value of building to add or
  - ii. New replacement value (if applicable).
- f.
  - i. Replacement value of contents to add or
  - ii. New replacement value (if applicable).
- g. Type of construction (frame, masonry, etc.).
- h. Use of the building (occupancy).

##### **2. INLAND MARINE**

- a. Effective date to begin, end or change coverage.
- b. List of property to insure (description, identification number).
- c.
  - i. Value of property to add or
  - ii. New value (if applicable).

##### **3. DATA PROCESSING EQUIPMENT**

- a. Automatic coverage up to \$500,000 (report within 60 days).
- b. List of equipment not required.

#### **B. TORT LIABILITY**

1. Automatic coverage/deletion of employees during a policy period.
2. Employee count at renewal establishes premium for policy period.

#### **C. MEDICAL PROFESSIONAL LIABILITY**

1. The Insured should send written notification to the Fund of additions or deletions to the policy during the policy year.
2. An Endorsement is generated with pro rata charge and mailed to the insured.

#### **D. AUTOMOBILE LIABILITY**

##### **1. LIABILITY**

- a. Automatic coverage for newly acquired vehicles until next renewal date. No report necessary until renewal. At renewal an audit is generated to account for any changes during the year.

## 2. PHYSICAL DAMAGE

- a. Effective date to begin, end or change coverage.
- b. Segment number (if applicable).
- c. Year, make, model and serial number of vehicle.
- d. Original cost new of vehicle.

## E. SCHOOL BUS ACCIDENT (STATE AND DISTRICT OWNED ROUTE VEHICLES)

1. Automatic coverage until next renewal date.

## F. AIRCRAFT

Please contact Athena Westernen at 803-737-0023 to request changes.

## G. POLLUTION LIABILITY (UNDERGROUND STORAGE TANKS)

1. Provide written request to cancel coverage.

## H. WATERCRAFT

Please contact Athena Westernen at 803-737-0023 to request changes.

## SECTION IV – CANCELLATION AND NON-RENEWAL

1. Policies may be cancelled by the named insured by mailing the Fund a 90 day written advance notice stating when the cancellation should be effective. A political subdivision may cancel all policies with the Fund by mailing to the Fund a 90 day written advance notice as provided in §15-78-140 of the South Carolina Code of Laws.
2. The Fund may cancel any policy for non-payment of premium by mailing a notice of cancellation giving not less than 30 days notice of the cancellation as provided in §15-78-160 of the South Carolina Code of Laws.
3. If a policy is cancelled in accordance with (1) or (2) above, earned premium shall be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The term “non-renewal” shall mean “cancellation” if the insured is ceasing all coverages with the Fund and conditions as provided in sections (1), (2) and (3) above apply.

## SECTION V - WHAT TO DO IF YOU HAVE A LOSS

### A. PROPERTY

1. Give immediate written notice to the Insurance Reserve Fund. (Claims can be reported on – line at [newclaims@irf.sc.gov](mailto:newclaims@irf.sc.gov).)
2. Protect property from further damage.
3. Separate damaged property from undamaged and make an inventory of destroyed, damaged and undamaged property.
4. Within 60 days after loss, unless extended by the Fund, render to the Fund a signed and sworn "Proof of Loss."

### B. TORT LIABILITY

1. Give written notice to the Insurance Reserve Fund of any occurrence that may give rise to a claim. The notice should report all known facts, i.e. date, time and place, injured party(ies), witnesses, description of event, etc.
2. Immediately upon receipt of suit papers or any other written demand to pay damages:
  - a. Call the Insurance Reserve Fund, Claims Department @ 803-737-0020.
  - b. Forward original documents to the Fund along with the name of person served and time and date served.

### C. MEDICAL PROFESSIONAL LIABILITY

1. Give written notice to the Insurance Reserve Fund of any occurrence that may give rise to a claim. The notice should report all known facts, i.e. date, time and place, injured party(ies), witnesses, description of event, etc.
2. Immediately upon receipt of suit papers or any other written demand to pay damages:
  - a. Call the Insurance Reserve Fund, Medical Professional Liability @ 803-737-0020
  - b. Forward original documents to the Fund along with the name of person served and time and date served.

### D. AUTOMOBILE

- a. Give immediate notice to of all new claims to American Southern Insurance.

Phone Number: 1-800-206-1913 or  
Fax Number: 1-803-724-5180

Automobile Claims can also be reported on the website.

Website: [www.irf.sc.gov](http://www.irf.sc.gov)

b. Information needed by the adjusters includes:

1. Report on the accident, i.e., time, place, cause, etc.
2. Name of driver, agency name and agency address.
3. Name of other driver, if applicable.
4. Name(s) of injured parties.
5. Name(s) of any witnesses.

E. SCHOOL BUS ACCIDENT (STATE AND DISTRICT OWNED)

1. Immediately call the Ramsey Adjustment Service at:

Phone Number: 1-800-982-8667 or  
Fax Number: 803-772-0630

2. Information needed by the adjusters includes:

1. Report on the accident, i.e., time, place, cause, number of injured parties, etc.
2. Name of other driver, if applicable.
3. Name(s) of any witnesses.

F. POLLUTION LIABILITY (UNDERGROUND STORAGE TANKS)

1. Give written notice to the Insurance Reserve Fund, Claims Department of any occurrence that may give rise to a claim. The notice should report all known facts, i.e., date, time and place, injured party(ies), witnesses, description of event, etc.
2. Immediately upon receipt of suit papers or any other written demand to pay damages.
  - a. Call the Insurance Reserve Fund
  - b. Forward original documents to the Fund along with the name of person served and time and date served.

G. AIRCRAFT

1. Immediately report accident to the Stuart Hope Agency, Incorporated at:

803-771-7766 (Columbia Area)  
1-800-342-4673 (Outside Columbia Area)

H. WATERCRAFT

1. Immediately report accident to the Stover Company, Incorporated at:

864-271-8080

## SECTION VI - OTHER

### A. TORT CLAIMS ACT

#### 1. DEFINITIONS

- a. Torts are wrongs for which civil actions may be brought.
- b. Liability is a legal responsibility to another party.
- c. Tort liability is a legal responsibility to pay another party because of the commission of a wrong.

#### 2. BACKGROUND

The doctrine of sovereign immunity was applied in South Carolina until the spring of 1985. Basically, the doctrine gave governmental entities immunity in State Courts for liability resulting from negligent acts. The doctrine did not apply to employees. In the spring of 1985, the South Carolina Supreme Court abolished sovereign immunity as it had been applied to governmental entities, to be effective July 1, 1986. In response to the Supreme Court decision, the South Carolina General Assembly enacted the S. C. Tort Claims Act (Title 15, Chapter 78 of the S. C. Code of Laws.)

#### 3. PURPOSE

The purpose of the Act was to insure an orderly transition from sovereign immunity to qualified and limited liability. The State and political subdivisions are to be liable for torts within the limitations of the Act and in accordance with the principles established therein.

#### 4. BASIC PROVISIONS

- a. An employee of a governmental entity has immunity from liability and suit in State Courts unless:
  - i. it is proved that the employee's conduct was not within the scope of his/her official duties or
  - ii. the act constituted actual fraud, actual malice, intent to harm, or a crime involving moral turpitude.
- b. A person bringing an action against a governmental entity must name as a party defendant only the agency or political subdivision for which the employee was acting. If the employee is individually named in a suit, the agency or political subdivision of which the employee was acting must be substituted as the party defendant.
- c. A settlement or judgment in an action or a settlement of a claim under provisions of the Act constitutes a complete bar to any further action by the claimant against an employee or governmental entity by reason of the same occurrence.
- d. For action or claim for damages (other than medical malpractice) brought under the provisions of the Act, the liability shall not exceed:

- i. \$300,000 per person because of a loss arising from a single occurrence regardless of the number of agencies or political subdivisions involved.
  - ii. \$600,000 per occurrence regardless of the number of agencies or political subdivisions or claims or actions involved.
  - iii. \$1,200,000 per occurrence for claims resulting from the actions of employed physicians, surgeons and dentists.
- e. Political Subdivisions of the State may cover risks for which sovereign immunity was waived by the purchase of insurance from the State Fiscal Accountability Authority (IRF), the purchase of insurance from a private carrier, self-insuring, or forming a pooled self-insurance pool.

If a political subdivision does not purchase its liability insurance from the Fund, it may not purchase any insurance through the Fund. Conversely, if a political subdivision purchases any insurance from the Fund, it must purchase all of its insurance through the Fund, to the extent coverage is available.

Any political subdivision may cancel all lines of insurance with the State Fiscal Accountability Authority (IRF) if it gives ninety (90) days written notice to the Authority.

f. CAVEATS

Provisions of the Act do not apply to actions brought in Federal Courts. A governmental entity and an employee can be sued in Federal Courts under the provisions of the Civil Rights Act of 1871 (42 USC 1983), commonly referred to as Section 1983. Also liability is unlimited (not capped) in Federal Court actions.

**B. EMPLOYEE CLASSIFICATIONS – TORT LIABILITY**

1. DEFINITIONS

a. LAW ENFORCEMENT PERSONNEL

Persons trained in the methods of law enforcement, crime prevention and detection and given authority to maintain the peace, safety and order. Includes all uniformed and non-uniformed sworn officers, including jailers.

b. DIRECTORS, EXECUTIVES AND MANAGERS

Members of any board/commission or persons who control or govern the affairs of the entity; and persons having managerial authority in the organization. Includes all persons who control or manage. Generally, persons above the first line supervisor are considered managers.

c. MAINTENANCE PERSONNEL

Persons responsible for the maintenance of buildings and grounds, roadways and sidewalks and the drivers/operators of mobile equipment. Include both skilled and non-skilled employees. Mobile equipment includes the following types of land vehicles: bulldozers, power shovels, graders, scrapers, rollers and other road construction or repair equipment, farm machinery, mowers, cranes, street sweepers or other cleaners, diggers, forklifts, and spraying, welding and building cleaning equipment. Does not include custodians or groundskeepers.

d. CLERICAL PERSONNEL

Persons who work in an office and perform such tasks as filing, keeping records and attending to correspondence.

e. VOLUNTEERS

Persons, who of their own free will, provide goods or services without financial gain.

f. ALL OTHERS

Persons who are not otherwise classified above.

2. EXAMPLES

The following examples are provided to assist you to properly classify your employees. The examples are not intended to be all inclusive. Each entity may have a unique or unusual occupation that will not fit concisely into the employee rating classifications used by the Fund. Please make an effort to fit all employees in a suitable category. However, if you need assistance in classifying an employee, please call Athena Westernen or Patti Trevathan at (803) 737-0020.

a. LAW ENFORCEMENT PERSONNEL INCLUDE, BUT ARE NOT LIMITED TO:

County/Town Policemen  
County Sheriff Department  
S. C. Highway Patrol Troopers  
SLED Agents  
ABC Agents  
Wildlife Officers  
Correctional Officers

b. DIRECTORS, EXECUTIVES AND MANAGERS INCLUDE, BUT ARE NOT LIMITED TO:

Board of Directors  
City/Town Councils  
County Council  
Agency Commissioners  
Mayors

County Superintendents/Administrators  
Division Directors  
Section Managers  
School Principals, Superintendents and Assistant  
Principal/Supervisor  
Wardens/Deputy Wardens

c. MAINTENANCE PERSONNEL INCLUDE, BUT ARE NOT LIMITED TO EMPLOYEES WHO:

Construction workers who maintain the buildings for the entity  
Personnel who maintain and clean sewers  
Operators of heavy equipment (operators of backhoes, road graders, etc.)  
Carpenters, Electricians, HVAC and Plumbers

d. CLERICAL EMPLOYEES INCLUDE, BUT ARE NOT LIMITED TO:

Billing or Clerical Specialists  
Administrative Specialists - Secretaries  
Postal Clerks - Credit Union Tellers  
Data Entry Clerks  
Telephone Operators  
Teacher's Aides - Librarians  
Artists - Photographers  
Stock Clerks

e. VOLUNTEERS INCLUDE, BUT ARE NOT LIMITED TO:

Volunteer Firemen  
Other Volunteers

f. OTHERS INCLUDE, BUT ARE NOT LIMITED TO:

Attorneys - Architects - Engineers  
Auditors - Accountants - Loan Officers  
Auto Mechanics/Helpers  
Caseworkers/Social Workers - Chaplains - Cottage (House) Parents  
Computer Programers  
Consumer Representatives  
Custodial Workers – Groundskeepers  
Drivers of Transportation Vehicles  
Food Service Employees  
Garbage Collection Employees  
Inspectors (Fire, Building, etc.)  
Judges  
Paramedics (Paid) - Firemen (Paid)  
Pilots  
Professors - Teachers - Counselors - Instructors  
Physicians - Dentists - Nurses - Pharmacists - Therapists  
Psychologists – Psychiatrists  
Veterinarians - Animal Control Employees

School Crossing Guards  
Sewage Treatment Plant Operators/Helpers  
Warehouse workers  
Water Treatment Plant Operators/Helpers

### C. EMPLOYEE COUNT – TORT LIABILITY

1. Members of the Board of Directors, Commissioners, Town Councils. Count one for each person.
2. Members of Committees, except those members of committees serving in a ceremonial or honorary capacity and those who serve on committees as part of their job duties. Count one for each committee chairman and report in the “Directors, Executives and Managers” category. Report balance of committee members in the “volunteer” category based on a “full-time equivalency”.
3. Full-time Employees. Count one for each person.
4. Part-time Employees. Report on a “full-time equivalent” basis.
5. Volunteers, except volunteer firemen and rescue squad members. Volunteers, as defined by Section 8-25-10 of the S. C. Code, should be reported on a “full-time equivalent” basis.
6. Volunteer Firemen and Rescue Squad Members. The number of volunteer firemen and rescue squad members reported should be based on the “average turnout”. You should use the best information available to determine the “average”.

### **FULL-TIME EQUIVALENT**

One method of converting part-time employees to a full-time equivalent is to estimate, using the best information available, the total number of hours you expect all part-time employees will work annually, and then divide the total hours by 2,000 hours to convert to a full-time equivalent.

## D. POLICY FORMS

### 1. PROPERTY

- a. PD01(1-01) Common Policy Conditions
- b. PD02(1-91) Loss Payable Clause (optional)
- c. PD03(1-92) Commercial Property Conditions
- d. PD04(1-01) Building and Personal Property Coverage
- e. PD05(1-01) Causes of Loss - Special Form
- f. PD06(1-01) Outside Signs (optional)
- g. PD07(1-91) Radio or Television Antennas (optional)
- h. PD08(1-01) South Carolina Changes –Valuation
- i. PD09(1-91) Boiler and Machinery - Object Definitions
- j. PD10(1-91) Causes of Loss - Earthquake
- k. PD11(1-91) Flood Insurance Policy
- l. PD12(1-01) Boiler and Machinery Coverage Form
- m. PD13(1-01) Contractor's Equipment Floater Form
- n. PD14(1-01) Miscellaneous Articles Floater Form
- o. PD15(1-91) Ordinance or Law Coverage
- p. PD16(6-92) Mortgage Clause (optional)
- q. PD17(1-91) Business Income (Extra Expense) Coverage
- r. PD18(1-91) Watercraft Form
- s. PD19(1-91) Fine Arts Floater Coverage Form
- t. PD20(1-01) Electronic Data Processing Policy
- u. PD21(7-07) Museum Form
- v. PD23(1-91) Builder's Risk Coverage Form
- w. PD25(1-91) Commercial Inland Marine Conditions
- x. PD26(1-91) Additional Covered Property (optional)
- y. PD27(1-01) Architect Fees Limitations
- z. PD33 Certificate of Insurance (optional)
- aa. PD36 Coverage Territory Extension
- bb. PD37 Worldwide Coverage Territory Extension

### 2. TORT LIABILITY

- a. CD01(04-10) Tort Liability Insurance Policy
- b. CD10(09-90) Amendatory Endorsement (optional)
- c. CD12(03-94) Certificate of Insurance (optional)
- d. CD17(01-90) Limits of Liability (optional)
- e. CD37(01-01) Prepaid Legal Defense (Increased Limits) (optional)
- f. CD38(01-01) Water Backup of Sewers or Drains (optional)
- g. CD42(05-04) Contractual Liability Endorsement (for Charter Schools) (optional)
- h. CD45 Watercraft Endorsement (optional)

### 3. AUTOMOBILE

- a. CD12 Certificate of Insurance (optional)
- b. CD20(04-08) Automobile Policy
- c. CD30 Loss Payable Clause (optional)
- e. CD33(05-95) Garagekeepers Liability - \$50,000 Limit
- f. CD43(05-95) Garagekeepers Liability - \$100,000 Limit

4. SCHOOL ACTIVITY BUS ACCIDENT INSURANCE

- a. CD21(07-98) SC Uninsured Motorist Coverage
- b. CD34(02-87) Accident Insurance Policy
- c. CD32(5-10) District Owned Route Buses

5. MEDICAL PROFESSIONAL LIABILITY

- a. MD33 Physicians Certificate (optional)
- b. MD36(11-00) Medical Professional Liability Policy
- c. MD37 Additional Insured (optional)
- d. MD38 Certificate of Insurance (optional)
- e. MD43 CRN Anesthetist (optional)
- f. MD44 Nurse Practitioner (optional)
- g. MD45 Physician Assistant (optional)
- h. MD46 Certified Nurse Midwife (optional)

6. UNDERGROUND STORAGE TANK

- a. CD07(02-07) Pollution Liability Coverage for Owners of UST'S
- b. CD12(03-94) Certificate of Insurance (optional)