



STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND
POST OFFICE BOX 11066
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

TORT LIABILITY INSURANCE POLICY POLICY PROVISIONS

STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND
(HEREINAFTER CALLED THE FUND)

P. O. BOX 11066
1201 MAIN STREET, SUITE 500
COLUMBIA, S. C. 29211
803-737-0020

These policy provisions, with declarations, and endorsements, if any, issued to form a part thereof, complete your Tort Liability Insurance Policy. This policy is made and accepted subject to the following provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

The time of inception and the time of expiration of this policy and of any schedule or endorsement attached shall be 12:01 AM standard time at the location of property involved. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until other such coverage has terminated.

This policy is made and accepted subject to the foregoing stipulations and conditions and to the following stipulations and conditions printed on back hereof, or attached hereon, which are hereby specially referred to and made a part of this Policy, together with such other provisions, agreements, or conditions as may be endorsed herein or added hereto; and no officer, agent or other representative of said Authority shall have power to waive any provision or condition of this Policy except such as by the terms of this Policy may be the subject of agreement endorsed hereon or added hereto; and as to such provisions and conditions no officer, agent, or representative shall have such power to be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Insured unless so written or attached.

Assignment of this Policy shall not be valid except with the written consent of the Fund.

IN WITNESS THEREOF The State Fiscal Accountability Authority of the State of South Carolina, through the Insurance Reserve Fund, executed and attested these presents.

INSURANCE RESERVE FUND

By 

Director

I.
COVERAGE A - PERSONAL INJURY LIABILITY
COVERAGE B - PROPERTY DAMAGE LIABILITY

The Fund will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. Personal Injury or
- B. Property Damage to which this applies caused by an occurrence.

The Fund shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury or property damage, even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Fund shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the Fund's liability has been exhausted by payment of judgements or settlements.

II.
SUPPLEMENTARY PAYMENTS

The Fund will pay, in addition to the applicable limit of liability:

- (a) All expenses incurred by the Fund, all costs taxed against the insured in any suit defended by the Fund and all interest on the entire amount of any judgement therein which accrues after entry of the judgement and before the Fund has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of the Fund's liability thereon.
- (b) Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Fund shall have no obligation to apply for or furnish any such bonds.
- (c) At the request of the insured, to or for each person who sustains bodily injury caused by an accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy, not to exceed \$1,000 per person, such payments shall be excess over any valid and collectible insurance, Medicare, or Medicaid. The applicable limit of the Fund's liability will be reduced by any medical expense payments.
- (d) Reasonable expenses incurred by the insured at the Fund's request in assisting the Fund in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$250 per day.
- (e) Defense costs, including legal fees, travel, expert witness fees, and court reporter fees, for all suits against an insured not covered by this policy, auto liability policies, aircraft liability policies, or medical professional liability policies, but only if the suit was served on or after January 1, 2001, subject to an annual aggregate limit of \$15,000 for defense costs for all suits covered under this paragraph.

III.
DEFINITIONS

When used in this policy:

"Automobile" means a licensed or unlicensed land motor vehicle, trailer or semi-trailer designed for use principally on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.

"Bodily Injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"Handicap" means physical disability.

"Insured" means any person, entity or organization qualifying as an insured in the "Persons Insured" provision. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Fund's liability.

"Mobile Equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled;

- (1) not subject to motor vehicle registration,
- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

"Named Insured" means the person or entity named in Item 1 of the declarations of this policy.

"Occurrence" means an accident, including continuous or repeated exposure to conditions, which result in personal injury or property damage neither expected nor intended from the standpoint of the insured.

"Personal Injury" means:

- (1) bodily injury caused by an occurrence.
- (2) injury arising out of one or more of the following offenses committed during the policy period:
 - (a) false arrest, detention, imprisonment, malicious prosecution; or humiliation resulting from false arrest, detention, imprisonment or malicious prosecution.
 - (b) wrongful entry or eviction or other invasion of the right of private occupancy;
 - (c) a publication or utterance of a libel or slander or other defamatory or disparaging material;
 - (d) assault and battery not committed by or at the direction of the insured unless committed for the purpose of protecting persons or property;
 - (e) discrimination on the basis of race, sex, age, religion, or handicap;
 - (f) denial of due process as guaranteed by the Fifth and Fourteenth Amendments to the Constitution of the United States;

- (g) violation of the following Amendments to the Constitution of the United States:
First Amendment
Fourth Amendment
Eighth Amendment

"Policy Territory" means:

- (1) the United States of America, its territories or possessions, or
- (2) international waters or air space, provided the personal injury or property damage does not occur in the course of travel to any other country or nation, or
- (3) anywhere in the world with respect to "bodily injury, property damage or personal 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.

Such insurance as is afforded by paragraph (3) above shall not apply to Premises Medical Payments Coverage.

"Professional Services" means the rendering of medical services by individuals with training in the profession who are licensed or certified to practice the profession.

"Property Damage" means:

- (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or
- (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period.

"Volunteer Employee" means:

- (1) any person or entity who, of his own free will, provides goods or services, without any financial gain, to any agency, instrumentality or political subdivision of the State; or
- (2) any person performing public service employment, either voluntarily or as directed by a court or other authority, in lieu of fines and/or incarceration.

IV. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) The entity designated in the declarations as **named insured** is an insured.
- (b) Any employee of the entity designated in the declarations as **named insured** is an insured, but only while the employee is acting in the scope of his or her official duties.
- (c) Any **volunteer employee** of the entity designated in the declarations as **named insured** is an insured, but only while the **volunteer employee** is acting in the scope of his or her official duties.
- (d) With respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law;
 - (i) an employee of the **named insured** while operating any such equipment in the scope of his or her official duties for the insured, and
 - (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no

other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (d) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the scope of his or her official duties for the insured, or
- (2) **property damage** to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

V. LIMIT OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **personal injury** or **property damage**, or (3) claims made or suits brought on account of **personal injury** or **property damage**, the Fund's liability is limited as follows:

The total liability of the Fund for all damages as the result of any **occurrence** including damages for care and loss of services, because of **personal injury** sustained by one or more persons, because of all **property damage** sustained by one or more persons or organizations, or by any combination of **personal injury** or **property damage** sustained by one or more persons or organizations, shall not exceed the limit of liability stated in the declarations as applicable to each **occurrence**. However, for any action or claim brought under the provisions of Chapter 78 of the South Carolina Code of Laws, cited as the "South Carolina Tort Claims Act", the liability of the Fund shall not exceed the following limits:

- (a) Occurrences arising prior to July 1, 1998:
 - (1) No person shall recover in any one action or claim a sum exceeding 250,000 dollars because of loss arising from a single **occurrence** regardless of the number of agencies or political subdivisions involved.
 - (2) The total sum recovered arising out of a single **occurrence** shall not exceed 500,000 dollars regardless of the number of agencies or political subdivisions involved.
- (b) Occurrences arising on or after July 1, 1998:
 - (1) No person shall recover in any one action or claim a sum exceeding 300,000 dollars because of loss arising from a single **occurrence** regardless of the number of agencies or political subdivisions involved.
 - (2) The total sum recovered arising out of a single **occurrence** shall not exceed 600,000 dollars regardless of the number of agencies or political subdivisions involved.

Liability limits in excess of those stated in (a) and (b) shall apply only in actions or claims to which Chapter 78 does not apply.

The property damage liability coverage applies only to the amount of damages in excess of a \$250 per claim deductible sustained by one person or organization as the result of any one **occurrence**. The Fund may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Insured shall promptly reimburse the Fund for such part of the deductible amount as has been paid by the Fund.

For the purpose of determining the limit of the Fund's liability, all **personal injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

VI. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to **personal injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured and/or
 - (2) any other automobile or aircraft operated by any person in the scope of his or her official duties for the insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobiles are not owned by or rented or loaned to any insured, or
 - (3) any aircraft under the guidance of an air traffic controller employed by any insured;
- (c) to **personal injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed, or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (d) to **personal injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an automobile owned or operated by or rented or loaned to any insured;
- (e) to **personal injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft, in excess of twenty-six (26) feet in length, owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft, in excess of twenty-six (26) feet in length, operated by any person in the scope of his or her official duties for the insured; by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to **personal injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritant, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to **personal injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the following, with respect to
 - (1) liability assumed by the insured under contract
 - (2) expenses for medical expense under the Supplementary Payments provision;
- (h) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation; unemployment compensation or disability benefits law, or under any similar law;
- (i) to **bodily injury** to
 - (1) an employee of the insured arising out of and in the scope of his or her official duties for the insured; or
 - (2) the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and
 - (2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (j) to **property damage** to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured,
 - (3) property in the care, custody or control of the

insured or as to which the insured is for any purpose exercising physical control, or

- (4) property (including money) seized by the insured whether legally or illegally;
- (k) to **property damage** to premises alienated by the named insured arising out of such premises or any part thereof;
- (l) to loss of use of tangible property which has not been physically injured or destroyed resulting from a delay in or lack of performance by or on behalf of the insured or any contract or agreement;
- (m) to **personal injury** or **property damage** due to rendering of or failure to render any professional service;
- (n) **NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)**

I. This policy does not apply:

A. Under any Liability Coverage, to personal injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, to expenses incurred with respect to personal injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to personal injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of an insured, or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or

(3) the personal injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property;

- (o) to any **personal injury** or **property damage** resulting from retaliation. This policy excludes coverage for any claim or suit that is based upon any statute which provides a remedy for retaliation or which prohibits retaliation including, but not limited to, whistleblower statutes and those statutory remedies prescribed for retaliation based upon the making of a complaint or upon participation in some proceeding or process. This exclusion applies to any statutory remedy for retaliation or to any retaliation prohibited by statute even where the retaliation relates to a covered personal injury or property damage.
- (p) to **bodily injury** or **property damage** arising out of or in any way connected with the operation of the principals of eminent domain, condemnation proceedings, inverse condemnation, or takings, by whatever name called, whether such liability accrues directly against the insured or by virtue of any agreement entered into by or on behalf of the insured.

VII. CONDITIONS

1. Premium.

All premiums for this policy shall be computed in accordance with the Fund's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Fund at the end of the policy period and at such times during the policy period as the Fund may direct.

2. Inspection and Audit.

The Fund shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the Fund's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Fund may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws.

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Fund for any payment made by the Fund which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of **Occurrence**, Claim or Suit.

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the insured and of available witnesses, shall be given by or for the insured to the Fund or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Fund.

No action shall lie against the Fund unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgement against the insured after actual trial or by written agreement of the insured, the claimant and the Fund.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Fund as a party to any action against the insured to determine the insured's liability, nor shall the Fund be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Fund of any of its obligations hereunder.

6. Other Insurance.

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Fund's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Fund shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares.
If all of such other valid and collectible insurance provides for contribution by equal shares, the Fund shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits.
If any of such other insurance does not provide for contribution by equal share, the Fund shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation.

In the event of any payment under this policy, the Fund shall be subrogated to all the insured's rights of recovery therefore against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. Changes.

Notices to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Fund from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized officer or representative of the Fund.

9. Assignment.

Assignment of interest under this policy shall not bind the Fund until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Cancellation and Non-Renewal.

- (a) This policy may be cancelled by the named insured by mailing to the Fund a 90 day written advance notice stating when thereafter the cancellation shall 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.
- (b) The Fund may cancel this 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.
- (c) If this policy is cancelled in accordance with (a) or (b) 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.
- (d) For the purposes of this policy, the term "non-renewal" shall mean "cancellation" if the insured is ceasing all coverages with the Fund and conditions as provided in sections (a), (b) and (c) above apply.

11. Declarations.

By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Fund or any of its agents relating to this insurance.