



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
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## SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

### A. COVERAGE

We will pay in accordance with the South Carolina Uninsured Motorists law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

### B. WHO IS INSURED

1. YOU, the organization shown on the certificate of insurance.
2. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. EXCLUSIONS

This coverage does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. The first \$200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
5. That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.

### D. OUR LIMIT OF LIABILITY

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
2. The maximum recovery under this uninsured motorist's coverage shall not exceed the limit of coverage for any one covered auto. Covered on any other autos under this policy or under any other applicable policies shall not be added or stacked.
3. Any amount payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
  - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
4. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.
  5. No one will be entitled to receive duplicate payments for the same elements of loss.

### E. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. OTHER INSURANCE of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:
  - a. Where an insured sustains bodily injury while occupying a covered auto, this policy provides primary uninsured motorists coverage.
  - b. Where an insured sustains bodily injury while not occupying a covered auto, this policy provides no uninsured motorists coverage, unless there is no other collectible uninsured motorist's coverage.
  - c. The maximum recovery under this uninsured motorist's coverage shall not exceed the limit of coverage for any one covered auto. Coverage on any other autos under this policy or under any other applicable policies shall not be added or stacked.
  - d. For property damage, this insurance is excess to all collectible insurance of any kind.
2. YOUR DUTIES AFTER ACCIDENT OR LOSS are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a suit is brought.
3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:
  - a. If the insured has prosecuted to judgment any suit against anyone responsible we will be entitled to any assignment of the judgment to the extent of payment under this insurance.

- b. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorney's fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorney's fees.
  - c. If an insured making a claim for property damage under this insurance is also entitled to insurance or other compensation for the property damage we will not be obligated to pay the claim until the insured has assigned us the rights to the compensation, to the extent of payment under this insurance.
  - d. If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back in the amount we have paid.
4. The following Condition is added:

**CONFORMITY TO STATUTE**

This endorsement is intended to be in full conformity with the South Carolina Uninsured Motorists Law. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.

**F. ADDITIONAL DEFINITIONS**

The following are added to the DEFINITIONS Section:

- 1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Property damage" means injury to or destruction of the property of an "insured".

4. "Uninsured motor vehicle" means a land motor vehicle or trailer:

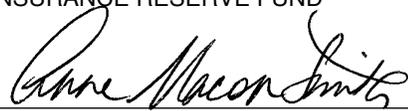
- a. For which neither a liability bond or policy nor cash or securities deposited with the State Treasurer provides at least the amounts required by the South Carolina Motor Vehicle Financial Responsibility Act;
- b. That is a hit-and-run vehicle whose operator or owner cannot be identified and that hits or that causes an "accident" resulting in "bodily injury" or "property damage" without hitting your covered "auto". The facts of the "accident" must be corroborated by competent evidence of an eyewitness other than the owner or operator of the covered auto. The eyewitness must sign an affidavit attesting to the truth of the facts of the "accident" contained in the affidavit.
- c. For which an insuring or bonding company successfully denies coverage, is or becomes insolvent, is in delinquency proceedings, suspension or receivership, or is proven unable to respond to a judgment.

However, "uninsured motor vehicle" does not include any vehicle:

- d. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-10, et seq., or by other applicable statute.
- e. Designed for use mainly off public roads while not on public roads.

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By



Director