



STATE FISCAL ACCOUNTABILITY AUTHORITY

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

Phone: (803) 737-0020

SCHOOL ACTIVITY BUS ACCIDENT INSURANCE POLICY (COUNTY AND DISTRICT BOARDS OF EDUCATION)

POLICY PROVISIONS

STATE BUDGET AND CONTROL BOARD

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 Activity Bus Accident 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 or 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

In return for the payment of premium and subject to all the terms of this policy, the Fund agrees with the policyholder as follows:

I. DEFINITIONS

When used in this policy:

"*Accident*" means an event that occurs unexpectedly and unintentionally.

"*Bodily Injury*" means bodily injury, sickness or disease including death resulting from any covered accident.

"*Covered Accident*" means an accident which occurs:

1. While getting on or off an activity bus;
2. While riding within an activity bus;
3. By being thrown from within an activity bus;
4. By being run down, struck, or run over while crossing a public highway approaching or leaving an activity bus at the point of loading or unloading;
5. While traveling on an activity bus to and returning on an activity bus from a field trip which is scheduled, approved and supervised by a staff member of a South Carolina school;
6. While in direct travel to or from the school and an activity bus which is being used to transport students on a scheduled field trip;
7. While getting on or off an activity bus which is being used to transport students on a scheduled field trip.

"*Fund*" means State Budget and Control Board, Division of Insurance and Grant Services, South Carolina Insurance Reserve Fund.

"*Insured*" means any lawful occupant of a county or district board of education owned or contracted bus. The insurance afforded applies separately to each insured, except with respect to the limits of the Fund's liability.

"*Lawful Occupant*" means a pupil/passenger.

"*Policyholder*" means a county or district board of education.

II. COVERAGES

The Fund will pay the benefit shown below upon receipt of due proof that: (a) an insured sustained a loss of the type listed below and (b) such loss resulted directly and independently of all other causes (1) from such injury or (2) from unavoidable exposure to the elements because of such injury.

A. Specific Loss Coverage:

1. For the lawful occupant of any activity bus covered by this policy who suffers bodily injuries or death, a death benefit of \$50,000.
2. For the lawful occupant of any activity bus covered by this policy who suffers bodily injuries, benefits in accordance with the following schedule:
 - a. For the loss of both hands or both feet, or sight of both eyes, \$50,000.
 - b. For the loss of one hand and one foot, \$30,000.
 - c. For the loss of either hand, or foot, or sight of one eye, \$30,000
 - d. For the loss of either hand or foot and sight of one eye, \$30,000.

Total benefits under this coverage for an insured who suffers more than one such loss from one accident shall not exceed the principal sum, \$50,000.

The aggregate limit of benefits payable under Specific Loss Coverage for all insureds due to any one accident is \$3,000,000.

B. Accident Medical Expense Coverage:

1. For the lawful occupant of any activity bus covered by this policy who suffers bodily injuries, an amount sufficient to defray the cost of hospitalization, surgery, dentistry, medicine and all other medical expenses up to \$3,000.
2. In addition, for the lawful occupant of any activity bus covered by this policy who suffers bodily injuries and incurs medical expenses in excess of \$3,000, the Fund will pay an amount sufficient to defray expenses up to an additional \$50,000. However, the Fund will not pay any amount for medical expenses in excess of \$3,000 when other insurance benefits or workers' compensation is available to pay such costs or where no charge is made for treatment. Whoever shall file a claim for payment of medical expense in excess of \$3,000 shall at the same time file an affidavit swearing under oath that the requested claim is not covered by other insurance benefits or workers' compensation.

C. The benefits provided under paragraphs II.A and II.B. above shall exist without regard to fault or negligence. The benefits shall cover bodily injury sustained by an insured due to a covered accident.

III. EXCLUSIONS

This insurance does not apply:

- (a) To injury which occurs while the insured is in or on, or boarding or leaving any kind of aircraft or other device for aerial navigation;
- (b) To loss caused by:
 - (1) Disease or bacterial infection, or
 - (2) Medical or surgical treatment for disease, or
 - (3) Suicide or any attempt thereat, while sane or insane, or
 - (4) Intentionally self inflicted injury, or
 - (5) War or any act of war, or
 - (6) Bodily or mental infirmity, or
 - (7) Hernia of any kind, however caused;
- (c) To injury which occurs while the insured is serving in the armed forces of any country;
- (d) To any services or supplies furnished, paid for, or as to which benefits are provided or required under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (e) To expenses incurred for:
 - (1) Preventive medicines or vaccines, or
 - (2) Eye, or hearing examinations, or
 - (3) Eye glasses, contact lens, hearing aids, artificial limbs, orthopedic braces or orthopedic devices, or
 - (4) Dental work, except for the repair of injury to sound natural teeth, or
 - (5) Cosmetic or reconstructive surgery, except for the prompt repair of an injured part of the body.

IV. CONDITIONS

1. Premium.

All premiums for this policy shall be computed in accordance with the Fund's rules, rates, and rating plans applicable to the insurance afforded herein. The policyholder will pay premiums in advance for the term of the policy.

The policyholder 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. Renewal.

The policy may be renewed from term to term. Renewal requires timely payment of premiums. At the time of renewal, premiums will be based on the table of rates then in effect.

3. Inspection and Audit.

The Fund shall be permitted to examine and audit the policyholder's books and records as far as they relate to the subject matter of this insurance at any time during the policy period and until the final rights and duties under the policy have been resolved.

4. Policyholder's Duties in the Event of Accident, Claim or Suit.

- (a) In the event of an accident, written notice containing particulars sufficient to identify the policyholder and also reasonable obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the insured and available witnesses, shall be given by or for the insured to the Fund or any of its authorized agents as soon as possible.
- (b) If claim is made or suit is brought against the policyholder, the policyholder 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 in the investigation, settlement or defense of any claim or suit. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.
- (d) The insured shall submit, at the Fund's expense and as often as required by the Fund, to physical examinations by physicians the Fund selects.
- (e) Authorize the Fund to obtain medical reports and other pertinent medical information.

5. Payment of Claims.

Written proof of loss will be required and is to be submitted to the Fund or its authorized agent as soon as possible. All benefits will be paid to the insured or to the estate of the insured. The Fund may at its option pay any part or all of any medical benefits to the provider of the services instead, unless the insured has requested otherwise in writing.

6. Action Against Fund.

No legal action may be brought against the Fund until there has been full compliance with all the terms of the policy.

7. 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 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.

8. 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.

9. Policy 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.

10. Assignment.

Assignment of interest under this policy shall not bind the Fund until its consent is endorsed hereon; if, however, the insured shall die, such insurance as is afforded by this policy shall apply to the insured's legal representative, as the insured, but only while acting within the scope of his / her duties as such.

11. Cancellation/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 the policy is cancelled in accordance with (a) above, earned premium shall be computed in accordance with the customary short rate table and procedure. If cancelled in accordance with (b) above, premium will be calculated pro-rata. 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.

12. Declarations.

By acceptance of this policy, the policyholder 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 the policyholder and the Fund or any of its agents relating to this insurance.