



How much insurance coverage is required?

The SCPA requires all motor carriers be enrolled in the UIIA and carry the minimum insurance requirements defined by the UIIA. Current insurance documentation noting the following coverage limits must be uploaded to SCPA:

1. Commercial Automobile Insurance - minimum \$1,000,000 coverage.
2. All Risk, Loss, and Damage to trailer coverage (Chassis coverage) - minimum \$30,000 coverage.
3. Commercial General Liability - minimum \$1,000,000 coverage
4. Workers Compensation Coverage - as required by the state
5. Policy endorsements specifically naming SCPA as additional insured and waiving the carrier's right of subrogation.

What insurance documentation must to be uploaded for enrollment into SCPA SMART Pool?

SCPA requires enrollees in the SMART Pool to provide certificates of insurance (COI) along with copies of insurance policy endorsements noting SCPA as an additional insured and waiving the carrier's right of subrogation. If you have blanket endorsements, then a copy of those endorsements or policy pages should be uploaded. A COI alone is not sufficient to evidence the required coverage.

These documents can be provided to you by your insurance broker.

If your insurance provider will not provide a blanket endorsement, they can list South Carolina State Ports Authority as shown here on the endorsement:

South Carolina Ports Authority
200 Ports Authority Drive
Mount Pleasant, SC 29464

Please note that these endorsements must list both general liability and automobile insurance policies on the endorsements.

South Carolina Ports Authority must be listed as the certificate holder on the COI.

Examples of these endorsements have been provided on the following pages for you and your broker's reference.

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
COMMERCIAL AUTOMOBILE COVERAGE**

SCHEDULE

Name of Person or Organization:

SC State Ports Authority

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: **Required**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
COMMERCIAL AUTOMOBILE COVERAGE

SCHEDULE

Name Of Person Or Organization: <p style="text-align: center;">SC State Ports Authority</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Sample

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

PRIMARY/NON-CONTRIBUTORY – If required by written contract or agreement, effected prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional insureds under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

SCHEDULE

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

South Carolina State Ports Authority

200 Ports Authority Drive

Mt. Pleasant, SC 29464

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

All of the below information should be completed.

Endorsement Insured

Effective Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____