

Vehicle Liability Insurance

The University purchases liability insurance for all owned self-propelled vehicles which are licensed for highway use, certain owned self-propelled vehicles which are not license for highway use, specific vehicles which are leased for 30 days or longer.

State of Georgia AUTO PHYSICAL DAMAGE Agreement No. APD-401-14-03

Insurance is issued by the Georgia Department of Administrative Services, pursuant to the authority granted by O.C.G.A. Section 50-16-9 to formulate a plan of self-insurance for property owned by the State of Georgia.

PHYSICAL DAMAGE COVERAGE

DOAS provides the following Physical Damage coverage for "loss" to a covered "auto(s)" or its equipment under:

Collision Coverage

Caused by:

- The covered "auto's" collision with another object; or
- The covered "auto's" overturn.

Comprehensive Coverage

For any cause except:

- The covered "auto's" collision with another object; or
- The covered "auto's" overturn.

Towing and Storage

DOAS will pay reasonable towing and storage costs arising out of a Collision or Comprehensive "loss" as specified in **Limit of Coverage**.

COVERED "AUTOS"

This Agreement provides Physical Damage coverage for tagged, on-the-roadway "autos" and "trailers" as reported by the VSU Risk Management office. Physical Damage coverage is provided only for the following vehicles:

- "Auto" owned by Valdosta State University; or
- "Auto" leased by VSU provided that the length of the lease is in excess of 30 days and also provided that the intent of the lease is for VSU to eventually purchase the "auto". The "auto" must be leased in the name of VSU and not in the name of an individual or another party. A copy of the lease must be

provided to the Department of Administrative Services when the "auto" is to be covered under the Auto Physical Damage policy;

The replacement cost of the "auto", at the time of the "loss", must exceed \$2,500. When a Covered Party carries automobile physical damage coverage through DOAS on an existing "auto", any newly acquired "autos" are automatically covered for a 30-day grace period from the date of the purchase or lease of the newly acquired "auto" provided that the newly acquired "auto" meets the requirement of **Covered "Autos"**.

EXCLUSIONS

DOAS will not pay for "loss" caused by or resulting in whole or in part from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

Equipment not permanently installed in a covered "auto";

- Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment;
- Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment;
- Any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound, unless such equipment is permanently attached to or installed to the "auto" in the opening normally used by the auto manufacturer for the installation of a radio or similar sound equipment;
- Any accessories used with the electronic equipment described in the paragraph above; or
- Personal property of state employee.
- "Law Enforcement Activity"

Any "loss" to any covered "auto" when such "auto" is being used for a "law enforcement activity" and the "loss" arises out of such activity.

Other Types of loss

DOAS will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by insurance.

- Wear and tear, freezing, mechanical or electrical breakdown.
- Blowouts, punctures or other road damage to tires.

DOAS will not pay for "loss" caused by a collision between a VSU covered "auto" and another VSU owned, leased or controlled property, including but not limited to buildings, signs, fences, posts, automobiles, mobile equipment, etc., situated on or adjacent to the Universities premises.

Nuclear Hazard

- The explosion of any weapon employing atomic fission or fusion; or
- Nuclear reaction or radiation, or radioactive contamination, however caused.

Racing

DOAS will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest of activity. DOAS will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

War Or Military Action

- War, including undeclared or civil war;
- Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

LIMIT OF COVERAGE

The most DOAS will pay for "loss" is the lesser of:

- The "actual cash value" of the damaged or stolen "auto" as of the time of the "loss"; or
- The actual value of the vehicle listed on the Automobile Register Inventory; or
- The cost of repairing or replacing the damaged or stolen "auto" with like kind and quality'
- If the covered "auto" is determined to be a total loss, the "loss" will be settled on the actual cash value of the covered "auto" as shown as the retail value in the Automobile Dealers Association Book (NADA) at the time of the "accident" or some other valuation method utilized by DOAS.
- A covered "auto" will be considered a total loss when the cost to repair the "auto" exceeds 65% of the retail value as established by NADA or some other valuation method utilized by DOAS;
- The actual cost of towing and Storage of the "auto"; however, not to exceed a total combined sum of \$400 unless there are special circumstances as determined by DOAS.

DEDUCTIBLE

For each covered "auto", the obligation of DOAS to pay for, repair, return or replace damaged or stolen "auto" will be reduced by the following applicable deductibles":

- All Collision losses are subject to a \$250 deductible per covered "auto".
- All Comprehensive losses are subject to a \$250 deductible per covered "auto".

DEFINITIONS

"Accident" means an accident and includes continuous or repeated exposure to the same conditions resulting in "loss".

"Actual Cash Value (ACV)" means replacement cost of the vehicle minus depreciation.

"Auto" means a licensed land motor vehicle, "trailer" or semi-trailer designed for travel on public roads but does not include "mobile equipment".

"Law Enforcement Activity" means any official act by sworn Law enforcement personnel while operating an "auto".

"Loss" means direct and accidental loss or damage including continuous or repeated exposure to the same conditions.

"Mobile Equipment" means a land vehicle to include any machinery or apparatus attached thereto, whether or not self-propelled, which is

(1) not subject to the motor vehicle registration,

(2) maintained for use exclusively on premises owned by or rented to the State of Georgia or any of its departments, including the right-of-way immediately adjoining such premises or

(3) designed for use principally on off-public roads, or

(4) designed and maintained for the sole purpose of affording mobility to the equipment of the following types and forming an integral part of or permanently attached to such vehicle: Power cranes, shovels, loaders, diggers and drills, cement mixers (other than mixed-in transit types), 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, farm machinery and well servicing equipment. These items can be insured under the All Risk Policy. See [All Risk Policy](#) for further details.

"Trailer" includes semi-trailer.

Each driver operating a University vehicles must:

Have a valid and appropriate class driver's license for the vehicle being operated.

Have permission to operate the vehicle from the department head or employee designated as being responsible for the particular vehicle being used.

Use each vehicle only for State business. Vehicles used during an employee's lunch hour is not considered official business unless it is in the scope of their duties.

It is recommended that only University employees be allowed to drive or ride in University vehicles.