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IN THE SUPREME COURT OF FLORIDA

CASE NO: 79,052

3RD DCA CASE NO: 90-812

TRAVELERS INDEMNITY COMPANY

Petitioner,

v.

JULIO CEASAR SUAZO, ETC., ET. AL.,

Respondent.

PETITIONER'S BRIEF ON THE MERITS

ANGONES HUNTER MCCLURE LYNCH & WILLIAMS, P.A.
Attorneys for Petitioner Travelers
66 West Flagler Street
Ninth Floor
Miami, FL 33130
Telephone: (305)371-5000

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. STATEMENT OF THE CASE AND FACTS	2
III. SUMMARY OF THE ARGUMENT	4
IV. ARGUMENT	5
<p style="text-align: center;">THE MINIMUM AMOUNT OF INSURANCE REQUIRED ON A PER PERSON BASIS FOR PRIVATE BUSES WITH MORE THAN 24 SEATS WHICH ARE WITHIN THE CLASS DESCRIBED BY SECTION 316.615 FLA. STAT. (1989) IS \$10,000 PER PERSON/THE NUMBER OF SEATS TIMES \$5,000 PER INCIDENT.</p>	
IV. CONCLUSION	12
V. CERTIFICATE OF SERVICE	13

TABLE OF AUTHORITIES

<u>Cases</u>	<u>Page</u>
<u>Bituminous Casualty Corp. v. Williams,</u> 17 So.2d 98 (Fla. 1944)	8
<u>France v. Liberty Mutual Ins. Co.,</u> 380 So.2d 1155 (Fla. 3rd DCA 1980)	8
<u>Knight v. Mundy Plastering Company,</u> 220 So.2d 357 (Fla. 1968)	8
<u>Reedy Creek Imperial District v.</u> <u>The State Department of Environmental</u> <u>Regulation,</u> 486 So.2d 642 (Fla. 1st DCA 1986)	8
<u>Woodley v. Dept. of Health and</u> <u>Rehabilitative Services,</u> 505 So.2d 676 (Fla. 1st DCA 1987)	8
 <u>Other Authorities:</u>	
S316.615 Fla. Stat. (1989)	3, 5, 6
S627.742 Fla. Stat. (1986)	5
Chapter 234	5, 6
s. 316.615 and ss.1(a)	5
§316.615(6)	6
§321.05(6)(a)	6
Section 234.03 Fla. Stat.	6
Section 324.021(7) Fla. Stat. (1986)	6
 <u>Code of Metropolitan Dade County</u>	 7
<u>Section 30-371(g)(c)</u>	
 <u>School Bus Inspection and</u> <u>Transportation Manual</u>	 6
<u>Section 3.28.00 "Liability</u> <u>Insurance-Inspect For"</u>	

INTRODUCTION

This is an appeal from a Final Order determining the amount of insurance coverage required to be provided by Travelers Indemnity Company (Travelers) to its insureds, Barbara M. Del Busto and Delia Del Busto (Del Busto). This initial brief is submitted by the Petitioner Travelers. **The Plaintiffs/Respondents** Julio Ceasar Suazo, by and through his mother and next friend, Zoila Suazo, and Zoila Suazo, individually will be referred to collectively as Suazo. References to the record on appeal will be by the symbol "R" while references to the appendix to this brief will be by the symbol "App."

STATEMENT OF THE CASE AND FACTS

Suazo initially filed a complaint seeking damages for personal injuries sustained by the minor Suazo boy when he was struck by a school bus **owned** and operated by Del Busto. (R. 1-3) The bus, with a seating capacity in excess of **24** students, was used to transport pupils from a public elementary school to a private after-school care facility. Following a mediation hearing, Suazo and Del Busto entered into a settlement agreement stipulating that Suazo sustained \$25,000 in damages. The parties further agree that if the Appellate Court ruled that the policy of insurance issued by Travelers to Del Busto only provides \$10,000 in coverage, the plaintiffs would accept the \$10,000 plus costs in total settlement of their claim. (R. 1-3) Travelers then voluntarily appeared **or** intervened in the action in order to determine the applicable amount of coverage available for payment of the claim.

Suazo contended that the appropriate limits were \$100,000 per person/\$300,000 per incident while Travelers contended that the appropriate levels of coverage were \$10,000 per person/\$300,000 per incident. Travelers position in this respect was based on the actual policy issued to its insured, Del Busto. There is no question that the policy issued to Del Busto covered the period from February 15, 1988 to February 15, 1989 and contained limits of \$10,000 per person/\$300,000 per accident. However, Suazo contends that the policy was issued in violation of certain statutory requirements and that accordingly it should be reformed to alleged statutorily mandated levels of coverage-\$100,000 per person/300,000

per incident. The trial court ultimately agreed with Travelers' position and entered the following Final Judgment:

...that the parties and Travelers Insurance Company have stipulated that this court has jurisdiction to determine the amount of insurance coverage afforded to the defendants applicable to the claim filed herein, and pursuant thereto, this court hereby finds that the Travelers Insurance policy applicable to the awards claim is in the amount of \$10,000.

Following entry of the aforementioned Judgment, Suazo appealed to the Third District Court of Appeals. The Third District ultimately agreed with Suazo (R. 4-12; **App.** 1-9) concluding that the legislature intended non-public sector school buses carrying more than **24** students to maintain tort liability coverage of not less than \$100,000 per person. The court then granted Travelers request for certification of the following question:

What is the minimum amount of insurance required on a per-person basis for private school buses with more than 24 seats which are within the class described by Section 316.615, Fla. Stat. (1989)?

SUMMARY OF THE ARGUMENT

While the court should not allow an agency to place construction on a statute or a rule which is clearly contrary to the unambiguous language of the statute or **rule**, as the Third District's opinion recognizes, the statutes and regulations in question here are "vague and conflicting" and we submit at best-ambiguous. **Under** these circumstances great deference should be given to the interpretation adopted by the agency that promulgated the regulation and administers the statute-the Florida Highway Patrol. Further, since Travelers's position is in accord with that adopted by the Highway Patrol, the Third District's ruling should be quashed.

Alternatively, Travelers submits that in light of the actual statutory and regulatory language in question, the most reasonable interpretation is that the required minimum coverage should be equal to \$10,000 per person plus the number of seats on the bus in question times **\$5,000** per incident.

In sum, Travelers asserts that in light of the absence of statutory provisions or regulations to the contrary, the Travelers had a right to limit its liability and to impose such conditions as they wished upon their obligations under the contract in question. The courts are simply without the right to add to **or** take away anything from the Travelers policy and accordingly, the Third District's ruling should be quashed.

ARGUMENT

**THE MINIMUM AMOUNT OF INSURANCE
REQUIRED ON A PER PERSON BASIS FOR
PRIVATE BUSES WITH MORE THAN 24
SEATS WHICH ARE WITHIN THE CLASS
DESCRIBED BY SECTION 316.615 FLA.
STAT. (1989) IS \$10,000 PER
PERSON/THE NUMBER OF SEATS TIMES
\$5,000 PER INCIDENT.**

In *Suazo* the Third District waded through a series of vague and conflicting statutes to conclude that the legislature intended buses carrying more than 24 students to maintain tort liability coverage of not less than \$100,000 per person. As the concurring opinion in *Suazo* recognizes, the *Suazos'* original contention that the applicable level of insurance coverage as specified in **s627.742** Fla. Stat. (1986) is erroneous since the statute contains an express exclusion which states:

(2) School buses subject to the provisions of Chapter 234 or **s. 316.615** are exempt from the provisions of this section.

Section **316.615** in turn indicates at ss. 1(a) that:

[A]ll motor vehicles, other than private passenger automobiles and school buses with a seating capacity of less than 24 pupils, which are used primarily for the transportation of pupils to school, for which are not operated by or under the purview of the state or a political subdivision thereof or under a franchise issued by a municipality or the public service commission, shall comply with the requirements for school buses of Chapter 234.

Subsection 4 of the same statute indicates that:

All school buses and all motor vehicles covered by subsection 1 shall be inspected

annually by the department and, when found satisfactory for safe operation, shall display on the vehicle a current certificate of inspection.

Neither 5316.615 or Chapter 234 contain any indication of the specific amount of insurance to be carried by a non-public sector school bus having in excess of **24 seats**. Instead the actual requirement is contained in the administrative regulations developed by the Florida Highway Patrol pursuant to the legislative grant of authority contained in §316.615(6) and **§321.05(6)(a)**. The actual regulations are contained in the "School Bus Inspection and Transportation Manual." The governing provision, Section 3.28.00 entitled "Liability Insurance-Inspect For" indicates that:

Every school bus will carry liability insurance in the minimum amount as required in **Section 234.03**, Fla. Stat., to protect the pupils it is transporting. The amount shall be equal to \$5,000 multiplied by the rated seating capacity of the bus, or \$100,000, whichever is greater.

The following shall be checked while inspecting the liability insurance:

- A. The expiration date of the insurance policy.
- B. The amount of insurance. (App. 10)

Travelers submits that the regulation promulgated by the Department of Highway Safety and Motor Vehicles sets a minimum requirement on a per occurrence as opposed to a per person basis.¹

¹Accordingly, the only requirement otherwise applicable on a per person basis is that set forth in Section 324.021(7) Fla. Stat. (1986) which requires coverage "in the amount of \$10,000 because of bodily injury to, or death of, one person in one accident." Clearly, the Travelers provision in question meets the minimum requirement since there is \$10,000 per person and an amount of

Once the "School Bus Inspection and Transportation Manual" was filed with the Third District in conjunction with the brief filed by the Department of Highway Safety and Motor Vehicles, the undersigned attempted to ascertain whether or not the Del Busto bus had passed inspection with the Florida Highway Patrol. We ultimately learned that the Traveler's policy in question, BAC 9586527 had, in the opinion of the state agency charged with determining the amount of appropriate coverage, met the minimum requirements. A copy of the inspection certificate was then filed with the Third District. (App. 11)

Contrary to the Third District's opinion, the State agency charged with regulating the insurance coverage at issue has interpreted the applicable regulation to require minimum coverage of \$10,000 per person and the number of seats times \$5,000 per occurrence-the levels present the Travelers policy. This interpretation is also in conformity with the minimum coverage required by Section 30-371(g)(c) of the Code of Metropolitan Dade County which indicates that:

The amount of insurance shall be carried in the sum of not less than \$10,000 (Ten Thousand Dollars and 00/100 Cents) for bodily injury, or death resulting therefrom, to any one pupil and shall, for any one accident, be not less than \$5,000 (Five Thousand Dollars and 00/100 Cents) multiplied by the rated seating capacity of the vehicle.

Hence, the Third District's opinion to the great detriment of all carriers who have been issuing policies in reliance upon approval

coverage per occurrence in excess of the number of seats times \$5,000.

by the Highway Patrol, in effect also contradicts the Dade County Ordinance addressing the same issue.

In sum, the interpretation placed upon the regulations by the Highway Patrol, the Code of Metropolitan Dade County and the actual regulations promulgated by the Department of Highway Safety and Motor Vehicles support our position. Since it is well established that an agency's interpretation of its **own** regulations is entitled to great deference and weight, **See** E. g. Knight v. Mundy Plastering Company, 220 So.2d 357 (Fla. 1968); Woodley v. Dept. of Health and Rehabilitative Services, 505 So.2d 676 (Fla. 1st DCA 1987) and Reedy Creek Imperial District v. The State Department of Environmental Regulation, 486 So.2d 642 (Fla. 1st DCA 1986) and since the applicable regulation does not clarify whether the amount outlined in the regulation is on a per person or per occurrence **basis**, we submit that the Third District's ruling is erroneous.

The court should also note that Florida Courts have repeatedly emphasized that caution should be exercised when the court is called upon to declare a contract provision void on grounds of public policy. In absence of an express legislative or constitutional prohibition, a court, in order to declare a provision void or in order (as requested here) to reform a contract based on a statutory or regulatory requirement, must find definite indications in the law to justify invalidation of the provision actually agreed upon. E. g. Bituminous Casualty Corp. v. Williams, 17 So.2d 98 (Fla. 1944) and France v. Liberty Mutual Ins. Co., 380 So.2d 1155 (Fla. 3rd DCA 1980). In light of this general

principle, we submit the most reasonable interpretation of the applicable regulation is that it imposes a minimum limit on a per occurrence as opposed to a per person basis. If anything, the language of the regulation appears to support this interpretation since it is phrased in terms of "pupils" and it sets the amount of coverage based on the number of seats in the bus.

Obviously, if the regulation was designed to set limits based on a per person basis, it would have indicated that it was designed to protect "each pupil" being transported as opposed to "pupils" and there would have been no reason to set the amount of coverage based on the number of seats on the bus. On the other hand, it is logical that the amount of coverage per occurrence (applicable to all claims for accidents) should be linked to the amount of seats on the bus because it assumes multiple claims and **such** a requirement insures adequate coverage for each pupil. Simply put, there is no reason why the amount of coverage available to a person for damages suffered as a result of a particular accident should be arbitrarily determined by the number of seats on the bus. **Under** this scenario, the person injured on a bus with 10 seats would have \$50,000 in available coverage while a person on a bus with 20 seats would have \$100,000 in coverage.

In requesting certification we emphasized, as the concurring opinion from the Third District noted, that the two state agencies allegedly having jurisdiction to regulate the insurance levels for private school buses disagreed as to the appropriate levels of coverage. In light of this factor, in light of the Third

District's admission that the statutes governing the issue or "vague and conflicting" (App. 2) and contain "awkward wording" (App. 3) and in light of the great numbers of private school buses, and hence school children affected by this ruling, we believe that this court should exercise its jurisdiction in reverse the Third District's opinion.

Obviously the Third District's ruling is to the great detriment of all carriers who have been issuing policies in reliance upon approval by the Highway Patrol. There is no question that the opinion will have a devastating impact from a financial standpoint upon carriers which must now conform existing policies to provide at a minimum, \$100,000 coverage per-person and if the bus contains more than 20 seats, as this bus did, even more coverage. One would also anticipate that since at the time the policies were applied for, uninsured motorist coverage in this amount **was** also not offered, it will undoubtedly also be contended that uninsured motorist coverage must also now be provided in **the** same amount. In light of this ruling, in light of the fact that premiums corresponding to the greatly increased risk have not been collected, in light of the fact that significant steps must now be taken to reform or issue policies to conform with the ruling with the court, the tenuous interpretation adopted by the Third District will have a significant financial impact upon numerous carriers in the state without any corresponding recoupment in the form of premiums. Carriers can simply not operate under these circumstances and rather than setting a requirement at this point

based on such a tenuous interpretation, the court should simply await appropriate legislative enactment and approve the trial court's ruling.

CONCLUSION

For the reasons set forth above, the Third District's ruling should be quashed and the trial court's ruling reinstated.

Respectfully submitted,

ANGONES, HUNTER, McCLURE,
LYNCH & WILLIAMS, P.A.
9th Floor, Concord Bldg.
66 West Flagler Street
Miami, FL 33130

BY: 

CHRISTOPHER LYNCH
Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was this 10th day of January, 1992 mailed to the attorney for the respondents, DAVID C. ARNOLD, ESQ., Law Offices of David C. Arnold, 9130 S. Dadeland Blvd., Suite 1617, Miami, FL 33156; Peter N. Stoumbelis, Esq., Assistant General Counsel for the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, A-432; Tallahassee, FL 32399-0504; Gregory G. Costas, Esq., Assistant General Counsel, Department of Transportation, 605 Suwannee Street, MS 58, Tallahassee, FL 32399-0458 and to LOREN E. LEVY, ESQ., Attorneys filing Amicus Curiae Brief on behalf of the Academy of Florida Trial Lawyers, Post Office Box 2720, Ocala, Florida 32678-2720,

Respectfully submitted,

ANGONES, HUNTER, McCLURE,
LYNCH & WILLIAMS, P.A.
9th Floor, Concord Bldg.
66 West Flagler Street
Miami, FL 33130

BY: 

CHRISTOPHER LYNCH
Attorneys for Petitioners

A P P E N D I X

NOT FINAL UNTIL TIME EXPIRES
TO FILE REHEARING MOTION
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JULY TERM, A.D. 1991

JULIO CEASAR SUAZO, by and
through his mother and next
friend, ZOILA SUAZO, and ZOILA
SUAZO, individually,

Appellants,

vs .

BARBARA M. DEL BUSTO and
DELIA DEL BUSTO,

Appellees.

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CASE NO. 90-812

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Opinion filed August 13, 1991.

An Appeal from the Circuit Court for Dade County,
John Gale, Judge.

David C. Arnold, for Appellants.

Adams, Hunter, Angones, Adams & McClure and Christopher
Lynch, for Appellees.

Before NESBITT, FERGUSON and COPE, JJ.

FERGUSON, Judge.

The Suazos appeal from an order which finds that only
\$10,000 in coverage is provided under a school bus liability

AUG 15 1991

App. 1

insurance policy. In deciding whether the policy provides the minimum coverage required by law we are called upon to wade through a series of vague and conflicting statutes in search of legislative intent.¹

Seven-year-old Julio Suazo was injured when struck by a nonpublic-sector bus owned and operated by Del Busto. The bus, with a seating capacity in excess of twenty-four students, was used to transport pupils from a public elementary school to a private after-school care facility. Following a mediation hearing, Suazo and Del Busto entered into a settlement agreement stipulating that Suazo sustained \$25,000 in damages.

Del Busto argues that under its policy with Travelers Insurance Company liability is limited to \$10,000 per person or \$300,000 per occurrence, therefore, the Suazo's recovery under the policy can be only \$10,000. The Suazos contend that section 627.412 (1), Florida Statutes (1989), requires all insurance contracts to contain provisions mandated by the insurance code and that an insurance policy not in compliance with the insurance code must be construed and applied as if it were in full compliance. § 627.418, Fla. Stat. (1989). According to the Suazos, the \$10,000 per person policy limit covering the bus which struck Julio was not in accordance with the code and thus

¹ At our invitation amici briefs were filed by the Department of Highway safety and Motor Vehicles, the State Board of Education and the Department of Transportation. While we appreciate the responses of those agencies to *the* troubling questions presented, it is obvious that they were unable to show us a well-lit route out of *the* quandary.

requires that the policy be construed or reformed to comply with statutorily mandated levels.

The difficulty in determining the appropriate amount of coverage in this case is caused by the awkward wording of the statutes pertaining to insurance coverage on nonpublic-sector buses.² In deciding the appropriate coverage for the bus in question, we are guided by the long-established principle that when statutes are susceptible of and in need of interpretation or construction, they will be construed so as to avoid illogical results. Tampa-Hillsborough County v. K.E. Morris Alignment Serv., Inc., 444 So.2d 926, 929 (Fla. 1983). Moreover, statutes should be construed to effect the obvious intent of the legislature. Van Pelt v. Hilliard, 75 Fla. 792, 78 So. 693 (1918); Curry v. Lehman, 55 Fla. 847, 47 So. 18 (1908).

Section 324.021(7), Florida Statutes (1989), which establishes the general minimum liability coverage for motor vehicles, provides in subsection (d) that nonpublic-sector buses must have coverage in the amount specified in section 627.742.3

² See General Accident Ins. Co. v. Southern Ins. Co., 563 So.2d 186 (Fla. 5th DCA 1990), where the court, referring to section 324.021(7), coverage for commercial motor vehicles and nonpublic-sector buses, lamented the "confusing barrage of possibly applicable statutes" and held that the trial court's finding of only \$10,000 coverage pursuant to section 324.021(7) was erroneous. In reaching this result the court wrote "[i]f we err here, it is on the side of requiring more, rather than less, insurance coverage, in order to carry out Florida's public policy of protecting the motoring public on our public streets and highways." Id. at 187. (Citations omitted).

³ § 324.021 (7) PROOF OF FINANCIAL RESPONSIBILITY. . .
(a) In the amount of \$10,000 because of bodily injury to, or death of, one person in any one accident;
*
*
(d) With respect to commercial motor vehicles and

Section 627.742 requires a nonpublic-sector bus to carry (a) proof of ability to respond to damages for liability for body injury in the amount of \$100,000 for one person and \$300,000 for two or more persons, or (b) an insurance policy for liability "in a sum not less than \$300,000."

The Suazos conclude, therefore, that section 627.742 requires coverage greater than the \$10,000 limit set generally by section 324.021(7) for automobiles. Del Busto replies that section 627.742 does not apply because subsection (2) of that statute provides that "school buses subject to the provisions of chapter 234 or section 316.615 are exempt from the provisions of this section."

Section 234.051 defines a school bus as a vehicle used to transport children to school or school activities "which is owned, operated, rented, contracted or leased by any school board." As to the amount of tort liability, section 234.03 sets the amount at \$5,000 per seat or \$100,000, whichever is greater. Thus, even if chapter 234 applied to the bus in question, minimum tort liability has been set at \$100,000 by this chapter. The other section referred to in 627.742(2), is section 316.615, entitled "Inspection of School Buses; Physical Requirements." The only provision in that statute referring to motor vehicles with

non-public-sector buses, in the amounts specified in §§ 627.7415 and 627.742, respectively.

(8) MOTOR VEHICLE LIABILITY POLICY -

Any . . . policy of liability insurance furnished as proof of financial responsibility. . . in not less than the limits described in subsection (7).

seating for more than twenty-four pupils, mandates that such vehicles comply with the requirements of chapter 234 and §§ 316.615 (1)(a).⁴

Our reading of all of the cited statutes supports the Suazo's position that the legislature intended buses carrying more than twenty-four students to maintain tort liability coverage of not less than \$100,000 per person. The policy issued to the Del Bustos was not in compliance with that minimum limit thus, must be construed and applied as if in full compliance with the code. § 627.418, Fla. Stat. (1989); Excelsior Ins. Co. v. Pomona Park Bar & Package Store, 369 So.2d 938 (Fla. 1979).

Reversed and remanded for further consistent proceedings.

Nesbitt, J., concurs.

⁴ Pursuant to section 316.615(6), the Department of Highway Safety and Motor Vehicles has promulgated Florida Administrative Code Rule 15B-4 which requires all nonpublic school buses to have liability insurance. The minimum limits are set forth in the Department regulations entitled "School Bus Inspection and Transportation Manual." The provision of the regulation governing buses with seating in excess of twenty-four students reads as follows:

Every school bus will carry liability insurance in the minimum amount as required in § 234.03, Fla. Stat., to protect the pupils it is transporting. % amount shall be equal to \$5,000 multiplied by the rated seating capacity of the bus, or \$100,000, whichever is greater.

COPE, Judge (specially concurring).

That the issue presented by this case deserves legislative attention is shown by the fact that two state agencies--the Department of Highway Safety and Motor Vehicles, and the Department of Transportation--have submitted amicus briefs contending (a) that each has jurisdiction to regulate the insurance levels for private school buses; (b) that each has promulgated a rule which is applicable to the school bus involved in this case; and (c) disagreeing on the applicable level of insurance coverage.

As a preliminary matter, the plaintiffs' original contention in this case was that the applicable level of insurance coverage is that specified in section 627.742, Florida Statutes (1989). That statute applies to nonpublic-sector buses, a term which essentially encompasses all buses carrying persons for compensation, other than those owned or operated by governmental units or certain governmentally related nonprofit corporations. § 316.003(78), Fla. Stat. (1989).¹ Section 627.742 prescribes the required insurance levels for a nonpublic-sector bus.

¹ The definition is:

(78) NONPUBLIC-SECTOR BUS.--Any bus which is used for the transportation of persons for compensation and which is not owned, leased, operated, or controlled by a municipal, county, or state government or a governmentally owned or managed nonprofit corporation.

Id.

Section 627.742 has an express exclusion which states: "[s]chool buses subject to the provisions of chapter 234 or s. 316.615 are exempt from the provisions of this section." Id. § 627.742 (2). This language facially appears to eliminate school buses from the coverage of section 627.742, since chapter 234 addresses the responsibilities of school boards for the transportation of school children, while section 316.615 pertains to the inspection of school buses.

The Florida Department of Transportation argues, however, that the exclusion is not so broad as at first appears.² The Department says that the term "school bus" is specifically defined as "[a]ny motor vehicle that complies with the color and identification requirements of chapter 234 and is used to transport children to or from school or in connection with school activities, but not including buses operated by common carriers in urban transportation of school children." § 316.003(45), Fla. Stat. (1989) (emphasis added). The Department argues that a privately owned school bus used for the transportation of school children in an urban setting like Dade County is a common carrier, and is therefore excluded from the statutory definition of "school bus." The Department goes on to point out that under section 316.70, Florida Statutes (1989), it is authorized to promulgate insurance regulations for nonpublic-sector buses. While section 316.70 also contains the same "school bus" exclusion as is found in section 627.742, the Department takes the position that the

² The Department of Insurance has adopted the position of the Department of Transportation.

"school bus exclusion does not apply to a privately operated school bus under either statute. Reasoning from that premise, the Department of Transportation argues that its own Rule 14-82.009, Florida Administrative Code, is the applicable rule. That Rule is substantially identical to **the** statutory requirements set forth in section 627.742.

The difficulty with the Department of Transportation argument is that **the school bus** in question here is not a common carrier. As the defendants point out, a common carrier is "[a]ny carrier required by law to convey passengers or freight without refusal if the approved fare or charge is paid in contrast to [a] private or contract carrier." Black's Law Dictionary 249 (5th ed.) (emphasis added); see Riley v. Lawson, 106 Fla. 521, 537-39, 143 So. 619, 625-26 (1932). The school bus involved here is a private or contract carrier. It is therefore within the definition of "school bus" under the statute. It follows that the school bus at issue here is excluded from the coverage of section 627.742, as well as section 316.70 and the rule promulgated thereunder.

Turning next to the position of the Department of Highway safety and Motor Vehicles, the school bus at issue in the present case fits within the class described by subsection 316.615(1), Florida Statutes (1989). The Department has interpreted the statute to require insurance having coverage equivalent to that contemplated by the statutory school board tort liability set forth in section 234.03, Florida Statutes (1989).³ See Rule 15B.

³ The Florida Department of Education's amicus **brief** takes the position that chapter 234, standing alone, applies only to school

4.001 (1)(o) , Fla. Admin. Code: Florida Highway Patrol School Bus Inspection and Student Transportation Manual § 3.28.00. I concur that neither the Manual nor the Rule contemplate a limitation of coverage per person less than that specified by the formula.

boards. The Department of Education did not address the extent to which chapter 234 might be made applicable to privately operated school buses by virtue of section 316,615.

3.28.00 Liability Insurance - Inspect for:

Every school bus will carry liability insurance in the minimum amount as required in Section 234.03, Florida Statutes, to protect the pupils it is transporting. The amount shall **be equal** to **\$5,000** multiplied by the rated **seating capacity** of the bus, or \$100,000.00, whichever **is greater**.

The following shall be checked while inspecting the liability insurance:

- A. The expiration date of the insurance policy.
- B. The amount of insurance.

3.28.01 Liability Insurance - **Reject** if:

- A. The school bus does not carry liability insurance.
- B. The school **bus** does not carry the required amount.

3.29.00 Unsafe Equipment

Any school bus with one or more of the following defects will be automatically declared **as** "unsafe" and the bus must be immediately discontinued from use.

- A. Lights
 - 1. Pupil warning lamps are inoperative or are not operating properly.
 - .2. Both brake lights are inoperative.
 - 3. Both taillights are inoperative.

Florida Highway Patrol

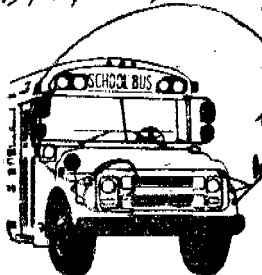
SCHOOL BUS INSPECTION

Public School Bus Nonpublic School Bus
 Date 9-24-87 County DADE
 School / Owner DELIA + EDUARDA DEL BUSTO Phone No. 305
(Area Code) Number
 Address _____
(Street) (City) (State) (Zip Code)
 Liability Insurance TRAVELERS BAC 9586-537
(Carrier) (Policy Number)
 Chassis Make GMC Year 75 Mileage 46030
 Body Make SUPERIOR Year _____ Bus No. 37
 V. I. N. 610449 Tag Number FG 3693 FL 88
(State) (Year) (Expires)
 Seating Capacity 58

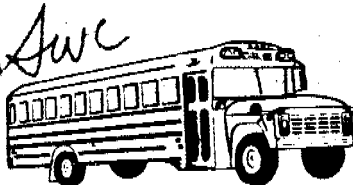
VERY DIM.

(Check One ✓)
P F

(Check One ✓)
P F

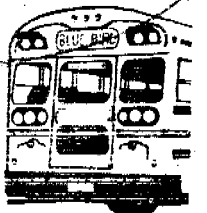


1. Bumper (Black)
2. Cross-over Mirror
3. Headlights
4. Marker Lights
5. Reflectors
6. Windshield
7. Wipers (2)
8. 8-Light Warning
9. Lettering (8")



30. Clearance Lights
31. Safety Glass
32. School Name (4")
33. Rub Rails
34. Reflectors
35. Service Door
36. Outside R/V Mirror

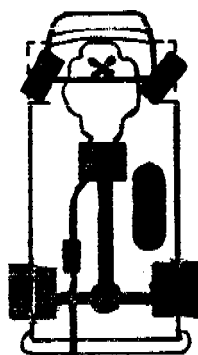
AWC REPAINT



10. 4-Way Flashers
11. Turn Signals/ Front
12. Brake Lights
13. Bumper (Black)
14. Emergency Exit
15. Lettering (8")
16. Marker Lights
17. Tag
18. Taillights
19. Reflectors
20. Tailpipe
21. 8 Light Warning
22. 4-Way Flashers
23. Turn Signals; Rear
24. Clearance Lights
25. Safety Glass
26. Semaphore Stop Arm
27. School Name (4")
28. Rub Rails
29. Reflectors



37. Electrical System
38. Interior Lights
39. Emergency Door
40. Fire Extinguisher
41. First Aid Kit
42. Emer. Warn. Dev.
43. Scats /1 Covered
44. Seats (Anc. F/F)
45. Scat Belt (Driv.)
46. inside R/V Mirror
47. Horn



48. Steering System
49. Susp. System
50. Drive Shaft, Guard Shields
51. Brakes
52. Tires/Wheels
53. Fuel System
54. Exhaust System
55. Other

National School Bus Yellow w/ Black Trim

YES NO

COMMENTS AWC INSURANCE - PAINT FRONT END AWC

Inspected By AW Coriale ID # _____ District MIAMI

Certificate Number 12491

Reinspected By AW Coriale

Date 10-5-87

NOTE: Initial Items Reinspected.

HSMV 61228 (REV. 8/85)

Approved Rejected Passed Reinspection
 Unsafe Vehicle-Do Not Transport Pupils
 NO CERTIFICATE WILL BE ISSUED UNTIL ALL ITEMS ARE FOUND SATISFACTORY FOR SAFE OPERATION AS PROVIDED IN CHAPTER 316, FLORIDA STATUTES.

APP. 11