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June 10, 1986

Mr. John G. Richards  
Chief Insurance Commissioner  
South Carolina Department  
of Insurance  
Post Office Box 4067  
Columbia, South Carolina 29240

Dear Commissioner Richards:

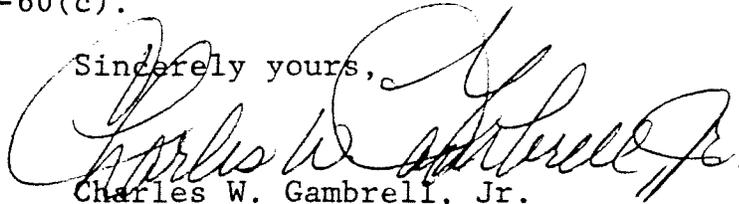
You have asked whether § 38-19-20 makes "the Medical Malpractice Joint Underwriting Association or any other such facility, pool, joint underwriting association, or any other involuntary association ... subject to assessment by the South Carolina Insurance Guaranty Association." You have advised that the Insurance Commission and the Association have historically interpreted this provision as authorizing "the levy of assessments directly against the Automobile Reinsurance Facility, the South Carolina Windstorm and Hail Underwriting Association and the Medical Malpractice Joint Underwriting Association." The General Assembly has not seen fit to amend the statute in the face of the interpretation by the agencies responsible for their administration. In view of these circumstances, this Office is not authorized to render a different or contrary construction. See, Etiwan Fertilizer Company v. S. C. Tax Commission, 217 S.C. 354, 60 S.E.2d 682 (1950).

Additionally, Section 38-19-60(c) specifically provides that any insurer serving in the capacity of a servicing carrier for, inter alia, the Medical Malpractice Joint Underwriting Association, or any other involuntary association, shall not be assessed with the premium so written, but the assessment shall be made directly against such facility, pool, joint underwriting

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association or other association. Section 38-19-60(c) is unambiguous 1/: the Medical Malpractice Joint Underwriting Association is subject to assessment by the South Carolina Insurance Guaranty Association. A review of the statutes in Chapter 19 of Title 38 does not reveal any conflict with the provisions of §38-19-60(c).

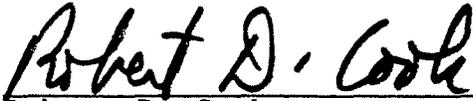
Sincerely yours,



Charles W. Gambrell, Jr.  
Assistant Attorney General

CWGjr/ss

REVIEWED AND APPROVED BY:



Robert D. Cook  
Executive Assistant for Opinions

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1/ The cardinal rule of statutory interpretation is to ascertain and effectuate the legislative intent wherever possible. Bankers Trust of S.C. v. Bruce, 275 S.C. 35, 267 S.E.2d 424 (1980). An unambiguous statute will be given effect according to the clear meaning of its language. Citizens and Southern Systems, Inc. v. S.C. Tax Commission, 280 S.C. 138, 311 S.E.2d 717 (1984); Helfrich v. Brasington Sand & Gravel Co., 268 S.C. 236, 233 S.E.2d 291 (1977). Words used in a statute are to be given their plain and ordinary meanings. Worthington v. Belcher, 274 S.C. 366, 264 S.E.2d 148 (1980).