

December 2, 2016

## INSURANCE INFORMATION NOTICE 2017-1

### INSURANCE COVERAGE FOR STUDENT EXPERIENTIAL LEARNING

This notice supersedes Insurance Information Notice 2008-1 dated October 30, 2007.

The present *Commercial General Liability Policy* covering the universities, colleges, and schools states that students are not covered individuals as defined by Revised Statute 13:5108.1. Universities are insured for liabilities arising out of a University sponsored program, and are entitled to a defense to the extent of their legal liability.

The *Medical Malpractice Liability Policy* does cover student interns (i.e. nursing and residency program participants) while providing medical and related services on behalf the state in the event that third party claims are brought against them as defined in Revised Statute 40:1237.1.

ORM has facilitated a new commercial insurance policy for Higher Education institutions which will provide liability insurance to students participating in approved experiential learning programs. Each Higher Education institution must contact ORM to enroll in this program.

#### Coverage:

- Provides claims-made, worldwide coverage for Wrongful Acts arising from covered Professional Internship Programs (subject to a retroactive date and a deductible)
- Duty to defend and settle with defense costs within the limit of Liability
- Per Claim limits are \$1,000,000
- Covers acts that may be legally performed only by a person holding a professional license, whether the person is licensed or not (subject to the policy definitions, terms, conditions and exclusions), including: Professional Internship Programs, which are the internship or experiential training activities for students seeking professional degrees.

The commercial insurance is available for the majority of the educational programs, however, exclusions include, but may not be limited to, the following: (i) perfusionists, chiropractors, and midwives; or (ii) nuclear, mining, petroleum or aerospace engineers. Only students are covered under this program; faculty and staff will continue to be covered under the Louisiana Self-Insurance Fund through ORM.

The commercial insurer will assess a \$5,000 deductible per occurrence for claims against a student and this deductible will be managed by ORM.

The insurance company for this program is **United Educators**, one of the premier insurers of colleges and universities. Certificates of insurance, including additional insured status for affiliated entities, will be provided when required by contract. Please contact the Office of Risk Management –Underwriting Unit to acquire these.

Claims Reporting Provisions:

**Claim** means a written notice to an **Insured** of the intent to hold the **Insured** liable for monetary damages for the results of a **Wrongful Act**, and includes a lawsuit or an arbitration proceeding to which the **Insured** is required to submit or to which the **Insured** has submitted with our consent. **Claim** does not mean investigations, audits or requests for information from government entities or others, including but not limited to accrediting organizations, athletic associations and professional societies. All **Claims** (regardless of whether they involve one or more **Insureds**) arising out of the same **Wrongful Act** or related **Wrongful Acts** shall be considered one **Claim**. A **Claim** is made at the time an **Insured** receives the first written notice of the **Claim**.

As a condition precedent to any **Insured's** rights under this Policy, the **Insured** or the **Educational Organization** must report to us (United Educators) immediately any **Incident** related to or arising out of a **Professional Internship Program** that involves the following third-party injury, except those related to a Medical Malpractice incident:

- a) fatality,
- b) major paralytic conditions such as paraplegia and quadriplegia;
- c) second or third degree burns to 25% or more of the body;
- d) amputation, permanent loss of use or permanent loss of sensation of a major extremity;
- e) head or brain injuries resulting in coma, behavioral disorders, personality changes, seizures, aphasia or permanent disorientation;
- f) loss of sight in one or both eyes or loss of hearing;
- g) injury resulting in incontinence of bowel or bladder.

The **Insured** (State Agency) must:

- a) Complete the Student Experiential Learning Incident Form and send it to United Educators as soon as possible with a copy to ORM;
- b) promptly forward United Educators any written demand, notice, summons, complaint, or other process of service received by the **Insured** or its representatives; and
- c) cooperate with United Educators and with any claims administrator we designate in the investigation, defense or settlement of **Claims**.

Notices of Wrongful Act or Claims:

All notices of **Wrongful Act** or **Claim** shall be in writing to United Educators Insurance, 7700 Wisconsin Avenue, Suite 500, Bethesda, MD 20814-3556, Fax 301-907-0303, or at [newclaims@ue.org](mailto:newclaims@ue.org) or through [www.ue.org](http://www.ue.org). If a **Claim** is submitted electronically, **United Educators** will send an electronic confirmation.

If you need to know if you are already enrolled in this program or have any questions, please contact Allison Schailer at [allison.schailer@la.gov](mailto:allison.schailer@la.gov), (225) 219-0064 or Kristy Breaux at [kristy.breaux@la.gov](mailto:kristy.breaux@la.gov), (225) 342-8598.

