



October 19, 2012

TO: District Superintendents  
Chief Business Officials  
Maintenance and Operations Directors

FROM: Robert J. Kretzmer  
Director, Property and Liability

SUBJECT: P&L Update – Student Accident Coverage

SISC II affords a unique coverage available under the SISC II Liability Memorandum of Coverage (MOC) located in Section VIII of the Memorandum.

Coverage under this section shall only be payable to the extent that the expenses incurred for any one **accident** exceed the limit of, are less than the deductible of, or are not covered by other insurance available to the student from any other source.

A copy of Section VIII from the Liability MOC is attached. Should you have any questions regarding the administration of our Student Accident Coverage program, please contact Duncan Low, Coordinator, Student Insurance at (661) 636-4863.

RJK:sh  
Attachment

## SECTION VIII – STUDENT ACCIDENT COVERAGE

As respects the coverage provided by this Memorandum of Coverage, the **AUTHORITY** at its option and at the option of the **COVERED PARTY** shall:

- A. Pay expenses incurred and approved by the **COVERED PARTY** for such **immediate** medical and surgical relief for **bodily injury** to regularly enrolled students as shall be medically necessary or advisable at the time of an **accident**;
- B. Reimburse the **COVERED PARTY** for all such expenses which the **COVERED PARTY** incurs at the specific request of the **AUTHORITY**;
- C. Provide school time **accident** coverage to pay for medical services commenced within 30 days in the treatment of **bodily injury** sustained by **regularly enrolled students** while this Memorandum of Coverage is in force, subject to the following conditions.
- D. Conditions applicable to **STUDENT ACCIDENT COVERAGE**:
  - 1. The limit of liability per student for any one accident is \$2,500.00.
  - 2. Coverage is provided to regularly enrolled students only while they are:
    - a. In or on school grounds or contracted facilities for regular school attendance or for scheduled summer sessions; or
    - b. Traveling to or from school in school-owned or operated transportation; or
    - c. Participating in school sponsored and school supervised activities; or
    - d. Practicing for or participation in school-time and interscholastic athletics except tackle football; or
    - e. Attending extended day care programs on the school premises and operated exclusively by the **COVERED PARTY** for its students; or
    - f. Traveling to and from school sponsored activities on school owned or operated transportation; or
    - g. Participating in board approved, school sponsored clubs, including travel to and from such activities if such travel is on school owned or operated transportation.

If the **AUTHORITY** makes payment under this Supplemental Payments coverage for medical treatment for a student who asserts a claim against the **COVERED PARTY** for damages arising out of the **accident** which caused the injury, the **COVERED PARTY** (or the **AUTHORITY** on its behalf) shall be entitled to offset against, and deduct from any proceeds payable in the disposition of, such student's claim against the **COVERED PARTY**, all amounts so paid.

In the event of any payment of money by the **AUTHORITY** under this Memorandum of Coverage, the **AUTHORITY** shall be subrogated and otherwise entitled to all rights of recovery therefore against any person or organization and the **COVERED PARTY** shall execute and deliver all instruments and papers and do whatever else is necessary to transfer and secure such rights to the **AUTHORITY**, and to assist the **AUTHORITY** in perfecting and pursuing such rights. The **COVERED PARTY** shall do nothing at any time to prejudice such rights.

E. Coverage is provided for Reasonable and Customary medical services and supplies, which means:

1. The amount usually charged by the provider of the service; or
2. The prevailing charges made in the geographical area by those of similar professional standing; or
3. If the usual and customary charges for medical services and supplies cannot be easily determined, the **AUTHORITY** will determine to what extent the charge is reasonable by taking into account:
  - a. The complexity of services involved;
  - b. The degree of professional skill required; and
  - c. Other pertinent factors.

F. Coverage under this section is applicable for a period of 52 weeks from the date of **accident** and applies to **accidents** which occur during the benefit period in the United States of America and Canada.

G. Coverage under this section shall only be payable to the extent that the expenses incurred for any one **accident** exceed the limit of, are less than the deductible of, or are not covered by, other insurance available to the student from any other source.

H. There is no coverage under this section for:

1. Disease or illness;
2. Participation in the practice or play of tackle football;
3. Self-inflicted injury or injuries;
4. Orthodontics (braces or retainers) for any reason or damage to or loss of orthodontics or retainers.
5. Artificial aids such as eyeglasses, contact lenses, hearing aids, or refraction examinations or prescriptions for the same.
6. Services or treatment rendered by a physician, nurse or any other person who is: (a) employed or retained by the covered party or (b) a member of the covered party's immediate family

7. Injury sustained where the covered party is the operator of any motorized vehicle;
8. Injury sustained in the course of work while job shadowing or working for wages or profit;
9. Injury from any poison, gas, fumes voluntarily taken, administered, absorbed, or inhaled; or while being intoxicated, or from the use of controlled substance or drug unless the drug is prescribed by a physician
10. Injury due to war, act of war, taking part in a riot or from fighting (except in self-defense); or
11. Injury sustained from any act or forbearance to act by the student while he or she is committing or attempting to commit a felony.
12. Injury sustained while (or participating in) ballooning, bicycle riding, bob-sledding, boxing, bungee jumping, flight in an ultra-light aircraft, glider flying, hang gliding, martial arts, parachuting, parasailing, riding in a rodeo, roller blading, sail planing, scuba diving, shooting firearms, skydiving or surfing of any kind.
13. Injury where the student is attending, as a spectator, a non-required, after-regular-school-hours, school sponsored activity including but not limited to back to school nights, dances, open houses and sports activities.

I. Non-surgical services by a Medical Practitioner:

When treatment involves physiotherapy, diathermy, heat treatment, manipulation, massage or other modalities, the maximum number of covered visits per accident is fifteen (15).

K. The amount payable under this coverage is in addition to the applicable limit of liability stated in the Declarations.