



July 1, 2019

TO: SISC Member Districts

FROM: Robert J. Kretzmer
Director, Property and Liability

SUBJECT: P&L Update – Student Accident Coverage

SISC affords a unique coverage available under the SISC 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 Elsa Lara, Claims Examiner III at (661) 636-4736.

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Section VIII – Student **Accident** Coverage

As respects the coverage provided by this **memorandum** of coverage, the authority shall pay the expenses for medical and surgical relief, as shall be medically necessary or advisable and reasonably incurred and approved by the **covered party** for medical and surgical relief for **bodily injury** to regularly enrolled students on account of an **accident**, including:

- A. Paying 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;
- B. Reimbursing the covered party for all such expenses which the covered party incurs at the specific request of the authority;

Subject to the following conditions:

- 1. The limit of liability which the authority will pay for medical services or reimburse to the covered party for such services is \$2,500.00 per student for any one accident..
- 2. Coverage is provided for reasonable and customary medical services and supplies, which means:
 - a. The amount usually charged by the provider of the service; or
 - b. The prevailing charges made in the geographical area by those of similar professional standing; or
 - c. 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:
 - (1) The complexity of services involved;
 - (2) The degree of professional skill required;
and
 - (3). Other pertinent factors.
- 3. 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 transportation owned or operated by or on behalf of the **covered party**; or
 - c. Participating in activities which are sponsored and supervised by the **covered party**; or
 - d. Practicing for or participation in school-time and interscholastic athletics except tackle football; or
 - e. Attending extended daycare programs on the school premises and operated exclusively by the covered party for its students; or

- f. Traveling to and from activities sponsored by the **covered party** on transportation owned or operated by or on behalf of the **covered party**; or
- g. Participating in board approved clubs sponsored by the **covered party**, including travel to and from such activities if such travel is on transportation owned or operated by or on behalf of the **covered party**.

If the authority makes payment under this student accident 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 all amounts so paid, and to deduct from any proceeds payable in the disposition of, such student's claim against the **covered party**.

In the event of any payment 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.

- D. 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.
- E. 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.
- F. Coverage under this section is provided only for student **accidents** occurring in the United States of America and Canada.
- G. 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, except for prism glasses prescribed as a result of an **accident** to which this coverage applies.
 - 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 student'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, 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.

H 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).

I. Definitions for student **accident** coverage:

Accident means an event which occurs during the term of coverage which results in bodily injury including death resulting therefrom, sustained as a result of a specific unexpected incident which is neither expected nor intended from the standpoint of the covered party.

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