

**Association of American Educators/
Christian Educators Association**

**National Education Association &
Ohio Education Association**

Educators Professional Liability Insurance Policy

Trisura Specialty Insurance Company

Educators Employment Liability Insurance (EEL)

Nautilus or Great Divide Insurance Companies

**Defense against Adverse Employment Action
(Dismissals, Tenure, Salary, Leave of Absence, Licensing)**

Educators Employment Liability Defense for claims the insurer elects to defend. (Item 4.F.)

Limit: \$5,000 defense limit per insured/act or omission
\$5,000 defense limit aggregate per policy period

NEA Kate Frank/DuShane Unified Legal Services Program

No express limits
No member costs

Coverage A:

**Defense against Civil Liability Imposed by Law for
Damage Caused in Course of Insured's Educational
Employment Activities**

Coverage - Educators Professional Liability

Liability Limit \$2,000,000/insured/act or omission
\$2,000,000 aggregate/insured for all acts/omissions
(\$2,000,000 maximum if multiple claims or insureds involved)

Exclude Fungus/Mold No coverage against fungus/mold related claims. *(IV. U.)*

Medical Expenses No express term provides for paying expenses incurred by insured on medical relief of others.

Property Damage No coverage of claim or loss from damage to or destruction of property owned; used; or in care, custody or control of insured *(IV. I.)*

Sublimit for School Board or Preliminary Hearing Expense •Up to \$1,000 for your initial consultation with an attorney
•Up to \$1,500 of the cost of having an attorney represent you at a formal hearing of a school board or other authority
•Up to \$8,000 for legal fees, subject to a \$100 deductible, if you decide to sue because of the job action and the judgment in the suit is in your favor. Up to \$750 is available to you regardless of the suit's outcome.

Defense Expenses All defense expenses incurred by carrier *(II. A.1.)*

Punitive Damages No coverage for punitive damages. *(IV.H)*

**Coverage A - Educators (civil) Liability
(Coverages and Limits)**

\$1,000,000/insured/occurrence
\$3,000,000/occurrence aggregate for all claims
(\$3,000,000 maximum if multiple claims or insureds are involved)

\$300,000/insured/civil rights claim occurrence
(\$3,000,000 maximum applies)

Sublimit for Fungus/Mold. \$5,000/occurrence for defense against fungus/mold if claim is otherwise covered under policy *(Endorsement)*

No sublimit. Pay expenses incurred by insured for immediate medical relief to others *(III.A.4.)*

Pay any and all loss on behalf of Insured, subject to policy terms. No term categorically excludes property damage. *(III. A.5.)*

No sublimit when for defense against claim (a civil legal action or demand for money or services) (see (II (B))). NEA ULSP covers defense of member disputes with no explicit sublimit.

All defense expenses incurred by carrier *part III.A.3.)*

No sublimit for reasonable legal expenses, except for counsel retained by and at expense of Insured *(III.A.1.)*

Sublimit coverage for up to \$5,000 in punitive damages awarded to any party. *(III.I.)*

Coverage B:

**Defense against Criminal Proceedings Arising from
Course of Insured's Educational Employment Activities**

<p>Sublimit for Defense against Corporal Punishment</p> <p>\$10,000/claim/PP (Endorsement: Corporal Punishment Defense and Item 4.D.) if corporal punishment act is not prohibited by law, up to \$5,000 or 90% of attorney's fees, whichever is less, if insured pays first \$100, is found not guilty, pleads not guilty, or criminal charge(s) dismissed with prejudice. (Endorsement: Corporal Punishment Defense Item 2.D.)</p> <p>Sublimit for Defense against Sexual Misconduct</p> <p>\$50,000 per claim per policy period</p> <p>\$100,000 aggregate per policy period up to \$5,000 or 90% of attorney's fees, whichever is less, if insured pays first \$100, is found not guilty, pleads not guilty, or criminal charge(s) dismissed with prejudice (I (C); II (B))</p>	<p>Coverage B - Reimbursement for Criminal Defense</p> <p>\$35,000/criminal proceeding</p> <p>Exoneration not required for defense against corporal punishment</p> <p>No sublimit for defense against sexual misconduct</p>
<p>Coverage C: Bail Bond Premium Arising from Insured's Educational Employment Activities</p>	
<p>Item C. Bail Bond</p> <p>\$1,000 per bond per policy period (Item 4.C.)</p>	<p>Coverage C - Bail Bond</p> <p>\$1,000/bond (III.C.)</p>
<p>Coverage D: Personal Property</p>	
<p>No coverage for damage to personal property (IV.I.)</p>	<p>Coverage D - Assault-Related Property Damage</p> <p>\$500 per assault (III.D.)</p>
<p>Additional Coverages</p>	
<p>Medical & Related Arts</p>	
<p>Limited coverage for RN, licensed physical therapist or school psychologist, respectively rendering or instructing medical services as employee of school.</p>	<p>Covers occupational therapist, dental hygienists, athletic trainers, physical therapists, nurses in their professional work for schools in the rendering, instruction, and supervision of employment related activities. (VIII.A.8. & Coverage E.) Also, extends coverage to emergency first-aid by the Insured when a school nurse or medical person is unavailable.</p>
<p>Part-Time Consultant</p>	
<p>Extra Premium. Acts or omissions as part-time independent consultant, when extra premium was paid in advance; if that work is incidental to normal educational responsibilities; and if insurer was notified in writing before starting. (III.F.4)</p>	<p>Standard coverage for employee (II.G.) of educational unit (II.F.) in course of educational employment activities (II.E.) but not for independent contractors or liability expressly assumed by insured (VIII.A.2.)</p>
<p>Pollution Hazard</p>	
<p>No coverage against claim involving pollution (IV.P.)</p>	<p>Converge in defense against sudden, accidental pollution discharge (VIII.A.10.)</p>
<p>HIV/AIDS Related Claims</p>	
<p>No coverage against HIV/AIDS related claims (IV.R.)</p>	<p>HIV/AIDS Related Claims. Coverage for legal defense (not loss or damages) against claims involving HIV/AIDS subject to the member's compliance in good faith with guidance and standards, and \$5,000,000 aggregate for all claims during policy period.</p>

Notes:

1. *AAE and EEL policies are excess coverage; each applies if the insured has no other policy insuring the claim*
2. *AAE allows extra premium to cover part-time independent consultant work, if premium was paid in advance; if work is incidental to normal educational responsibilities; and if insurer was notified in writing before starting work. (III.H.4.). Neither AAE or EEL definition of employee includes an independent contractor. EEL has no coverage of or provision for extra premium to cover part-time independent consultant work.*
3. *AAE definition of Educators Professional Liability Acts or Omissions includes (job actions) in dismissing permanent or probationary employee; tenure; salary; leave of absence; assignment; resignation; professional rights, duties and responsibilities; or issuance, suspension, cancellation or revocation of credentials. These job actions, and more are covered by the NEA Unified Legal Services Program (ULSP) benefit for members.*