

Student Professional Liability Insurance Program (SPLIP) Coverage Summary

Insurance Policy Information:

Insurance Company	Lloyd's of London
A.M. Best Rating	A XV
Standard & Poor's Rating	NR
State Covered Status	Non-Admitted
Policy/Coverage Term	July 1, 2024 – July 1, 2025
Policy #	B1820WLS24A036

This is a “claims-made and reported” policy:

Claims are required to be discovered and reported within the policy period.

How to Report a Claim:

Alliant Insurance Services
560 Mission Street, 6th Floor
Attn: Elaine Tizon
(415) 403-1458
Toll Free Voice: (877) 725-7695
Fax: (415) 403-1466
Email: Elaine.tizon@alliant.com

After Hours Reporting:

Robert Frey
415-403-1445 (Voice)
415-518-8490 (Cell)
rfrey@alliant.com

How to Request a Certificate of Insurance:

1. Request a Certificate of Insurance within the Members Only section of www.CSURMA.org ... **OR**
2. Email an Alliant staff member directly:

La Shaunda Wallace (primary)
LaShaunda.Wallace@alliant.com
415-403-1489

Tevea Him (secondary)
thim@alliant.com
415-403-1416

Retroactive Date: August 1, 2003

Coverage Description:

Medical Professional Liability and Educators Errors and Omissions Insurance of CSU students enrolled in a Health Profession practicum, Social Welfare program, Social Work program, or Education Credential program of the CSU who are required by a host institution to obtain general liability and/or professional liability insurance for participation in the institution's affiliation program.

Additional Insureds:

Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy.

Insureds:

1. California State University (CSU)
2. All campuses of the CSU
3. Employees, Faculty, Staff of the CSU
4. CSU students enrolled in Nursing, Allied Health, Social Work, or Education credential programs of the CSU.

Enrolled Student means students who are enrolled and in good standing while completing an internship and registered/enrolled in a course that requires the internship experience, including academic breaks during the **Policy Period** (including but not limited to those students enrolled in Credited Coursework Programs, HTM 515 courses or the STAR STEM Teacher and Researcher Program).

Enrolled Students also include students: (a) who have not received a letter grade in a course (e.g., assigned an "Incomplete"), but remain registered for that course until the incomplete objectives are met, but for no more than one (1) year from the granting of the incomplete; and (b) while completing an externship for pay which externship forms part of their enrolled course.

Limits:

- | | |
|--|-------------|
| 1. Professional Liability - Each Claim inclusive of Defense Expenses | \$2,000,000 |
| 2. General Liability – Each Claims inclusive of Defense Expenses..... | \$2,000,000 |
| 3. Abuse or Molestation each abuse or molestation incident | \$2,000,000 |
| 4. Combined Policy Aggregate Limit of Liability – Inclusive of Defense Expenses | \$5,000,000 |
| 5. Fire Legal Liability – Per Proceeding / \$250,000 Aggregate | \$25,000 |
| 6. Medical Payments Per Person / \$250,000 Aggregate..... | \$25,000 |
| 7. School Grievance/Academic Disciplinary Hearings Per Proceeding / \$250,000 Aggregate..... | \$25,000 |
| 8. Defendant Expense Benefit Per Defendant / \$250,000 Aggregate | \$25,000 |
| 9. Assault Coverage Per Proceeding / \$250,000 Aggregate | \$25,000 |
| 10. First Aid Expenses Per Incident / \$250,000 Aggregate | \$25,000 |
| 11. Damage to Property of Others Per Incident / \$250,000 Aggregate | \$25,000 |

The combined policy aggregate limit of liability is an aggregate amount for all insureds and is not per student.

Self-Insured Retention:

1. Each Claim inclusive of Defense Expenses..... \$25,000
2. Aggregate..... \$100,000

Exclusions:

1. Professional Liability Incident or General Liability Incident which:
 - a. Happened prior to the Retroactive Date or after the expiration of the Policy Period.
 - b. Resulted in a Claim that was made against the Insured after expiration of the Policy Period (or any applicable extended reporting period) or was reported to Underwriters more than 30 days after expiration of the Policy Period (or after the expiration of any applicable extended reporting period);
 - c. Resulted in a Claim that was made against the Insured after expiration of the Policy Period (or any applicable extended reporting period) or was reported to Underwriters more than 30 days after expiration of the Policy Period (or after the expiration of any applicable extended reporting period).
 - d. Was reported to or covered under any program of insurance or self-insurance in effect prior to the inception date of this Policy.
2. Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury that is a reasonably expected consequence of appropriate treatment or resulted from the use of reasonable force to protect persons or property.
3. Any dishonest, unlawful, criminal, fraudulent or malicious act, error or omission by an Insured, including the willful violation of any law, statute or ordinance committed by or with knowledge of any Insured.
4. The alternation, modification or destruction of medical records.
5. Any obligation of any Insured under any workers' compensation, unemployment compensation or disability benefits law or any similar law.
6. Any Claim made by any Insured against any other Insured under this Policy, but this Exclusion shall not apply to injury suffered by an Insured as a recipient of Professional Health Care Services rendered, or which fail to be rendered, by another Insured.
7. Bodily injury or property damage arising out of liquor for which an Insured may be held liable by reason of:
 - a. The causing or contributing to the intoxication of any person.
 - b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
8. Any liability of the Insured based in whole or in part on breach of promise, contract, warranty, implied warranty or misrepresentation, including any guarantees of the results of the Insured's Professional Services.

9. Any vicarious liability of the Insured for an individual who is not also an Insured.
10. Bodily injury or property damage arising out of athletic events sponsored by the Insured except those athletic events which are directly related to the treatment or care of the Insured's patients or clients, and which are limited to the Insured's patients/clients, employees and volunteers.
11. Property damage to any Insured's product.
12. Property damage to:
 - a. Property owned, rented or occupied by any Insured.
 - b. Premises sold or abandoned by any Insured.
 - c. Property loaned to any Insured.
 - d. Property in the care, custody or control of any Insured.
 - e. Property on which any Insured or any contractors or subcontractors working directly or indirectly on behalf of any Insured are performing operations, if the property damage arises out of those operations.
 - f. Property that must be restored, repaired or replaced because work was incorrectly performed by any Insured

Paragraph (a) of this exclusion does not apply to property damage to premises rented to any Insured, if such property damage arises out of fire. A separate limit of insurance applies to this coverage as described in the Declarations.

Paragraph (b) of this exclusion does not apply if the premises are any Insured's work and were never occupied, rented or held for rental by any Insured hereunder.

Paragraphs (c), (d), (e) & (f) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (f) of this exclusion does not apply to property damage included in the products-completed operations hazard.

13. Personal injury or advertising injury:
 - a. Arising out of oral or written publication of material, if done by or at the direction of any Insured with knowledge of its falsity.
 - b. Arising out of oral or written publication of materials whose first publication took place before the beginning of the Policy Period.
 - c. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
 - d. For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
14. Advertising injury arising out of:
 - a. Breach of contract, other than misappropriation of advertising ideas under an implied contract.

- b. The failure of goods, products or services to conform with advertised quality or performance.
 - c. The wrong description of the price of goods, products or services; or
 - d. An offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.
15. Bodily injury or property damage related to the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and loading or unloading.

The above exclusion does not, in respect of watercraft, apply to any enrolled student placed in an externship authorized by the Named Insured

No Exclusion For:

- 1. Sexual Harassment
- 2. Abuse or Molestation
- 3. Corporal Punishment

Comments / Conditions:

- 1. CSU Students enrolled in Nursing, Allied Health, Social Work, or Education credential programs of the CSU who also perform community service or volunteer work for academic credit are covered by this Student Professional Liability Insurance Program (SPLIP) at no additional premium.
- 2. CSU students performing community service or volunteer work for academic credit and students enrolled in radio, television or film academic programs of the CSU are covered by the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP).

Questions:

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