

COMPREHENSIVE GENERAL AND PROFESSIONAL LIABILITY

Declarations

In consideration of the provisions and stipulations herein or added hereto, this Program does insure the following:

Insured

Board of Trustees of Southern Illinois University, and each trustee, officer, employee, student appointee; and any students, volunteer workers, visiting faculty and professionals, who are agents of the University in the performance or delivery of its programs or services; and enrolled students acting within the scope of an approved, unpaid clinical program for which academic credit or the equivalent may be awarded. (Clinical programs include, but are not limited to the following: externships, internships, preceptorships, practicums, pre-student teaching, student teaching, and medical student activities.)

Coverage will be extended only to claims arising from acts or omissions by the Insured acting within the scope of the Insured's responsibilities to Southern Illinois University.

A full time member of the clinical faculty of the SIU School of Medicine is provided comprehensive general liability coverage for claims arising out of his/her academic responsibilities and, in connection therewith, is also provided individual professional liability coverage for claims arising out of professional services he/she renders to patients as a duly licensed or certified health care provider and as a member of the clinical faculty's group practice, SIU Physicians & Surgeons, Inc.

Period

Effective July 1, 1985, as amended, until rescinded by act of the President or Board of Trustees of Southern Illinois University.

Self-Insurance Reserve

A self-insurance reserve will be funded in an amount within the University's financial capabilities determined to be sufficient to insure against potential liabilities covered by the Program.

The University shall make contributions to the self-insurance reserve in amounts determined annually, based upon sound actuarial advice, by the President with the

advice and counsel of the Vice President and other individuals the President may deem appropriate.

General Conditions

The conditions of this Program shall not be waived or changed, except by amendment approved by the President. This Program is subject to applicable Federal and State laws, regulations, and Board of Trustees policies. Any terms of this Program which are in conflict with such laws or policies are hereby amended to conform to same.

A. Assistance and Cooperation

Any person covered under this Program shall submit, and so far as within that person's power, shall cause all other interested persons to submit to examination under oath by any persons named by this Program relative to any and all matters in connection with a claim and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by this Program or its representatives, and shall permit extracts and copies to be made. Failure to provide such cooperation and assistance may result in denial of coverage.

B. Notice of Occurrence, Claim, Loss or Suit

When any person covered by this Program becomes aware of an occurrence which might reasonably be expected to be the basis of a claim, loss or suit covered by this Program, notification within two (2) business days shall be given to the Office of University Risk Management. Such notice shall be sufficient to identify all reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured, and of available witnesses. Claim files shall be opened upon receipt of the notices.

C. Subrogation Clause

The Board of Trustees of Southern Illinois University shall be subrogated to all rights of recovery which a person covered under this Program may have, to the extent payment is made under this Program for, or on behalf of, such person. Such person agrees to render reasonable assistance to the University to secure such rights, and such person shall do nothing after a loss to prejudice such rights. Prejudicing said subrogation rights may result in loss of coverage under the Program or personal liability to the University or Program.

Liability Coverage

A. Insuring Agreements

The Board of Trustees of Southern Illinois University, pursuant to the authority granted under 110 ILCS 520/8a as amended (See Appendix B), and subject to the other provisions of this Program agrees:

1. To indemnify or pay on behalf of an Insured all compensatory, but not punitive, sums which the Insured shall become legally obligated to pay because of any wrongful act, or because of personal injury, or property damage arising out of an occurrence covered by this Program.
2. To defend any claim or suit against an Insured seeking damages on account of personal injury, property damage, or wrongful act even if any, or all, of the allegations of the claim or suit are groundless, false or fraudulent. The University may make any investigation and settlement of any claim or suit as it deems expedient with or without the consent of any Insured. Each and every claim or suit may be investigated and defended under a Reservation of Rights. The Program may also seek a declaratory judgment against an Insured.

B. Exclusions

The Program does not apply:

1. To an obligation payable under the State of Illinois Self-Insured Motor Vehicle Liability Plan.
2. To personal injury or property damage arising out of the ownership, maintenance or use of any aircraft by an Insured or by any person in the course of his employment by an Insured.
3. To personal injury or property damage due to war, whether or not declared, Civil War, Insurrection, Rebellion or Revolution, or to any Act or condition incident to any of the foregoing.
4. To any obligation for which the insured or any carrier as his insurer may be held liable under any Worker's Compensation, Unemployment Compensation, Disability Benefits law or under any similar law.
5. To personal property owned by an Insured, except as provided by specific endorsement under the Miscellaneous Articles Floater Coverage.
6. To personal injury or property damage arising out of the discharge, dispersal, release, or escape of pollutants; except this exclusion does not apply if such discharge, dispersal, release, or escape causes personal injury or damage to property which was neither intended nor expected.
7. Back, current or future pay due to individuals as a result of settlement or court action.

8. To punitive or exemplary damage awards.
9. To personal injury or property damage for which an Insured has other valid and collectible insurance, unless such insurance is purchased by the Insured specifically as excess thereof.
10. To personal injury arising out of the willful violation of a penal statute or ordinance, or any statements, acts or omissions which involve intentional or willful and wanton misconduct on the part of an Insured.
11. To liability and damages caused willfully and wantonly or resulting from any dishonest, fraudulent, or criminal act or omission.
12. Claims involving the interpretation of collective bargaining agreements.

C. Definitions

1. "Named Insured" means the entities named in the Declarations.
2. The unqualified word "Insured" means the "Named Insured" and also any Contracting Party, but only as specified by written agreement executed by the Director on behalf of Southern Illinois University.
3. "Contracting Party" means any firm, corporation, association, unit of government, or person with which Southern Illinois University enters into a written agreement for (i) the use of property or the performance of any function, service, or act, and (ii) the allocation of sharing of liabilities and damages resulting from the performance of such agreement.
4. "Personal Injury" means bodily injury, sickness, disease, death, mental anguish, mental injury, shock, and disability of any persons, including care and loss of services, and any injury unclassified heretofore which arises out of such actions as:
 - a. False arrest, detention, imprisonment or prosecution.
 - b. The utterance or publication of libel or slander or other defamatory or disparaging material.
 - c. A violation of any individual's right of privacy, wrongful entry or eviction, or other invasion of the right of occupancy.
 - d. Discrimination or civil rights violations.
 - e. Infringement of patent, copyright, trademark or service mark.
 - f. Plagiarism, piracy, or unauthorized use of materials.
 - g. Advertising activities, broadcasting or telecasting activities, or publishing activities.
 - h. Unfair competition.
5. "Wrongful Act" means any and all of the following: an action which infringes on the rights of another; an actual or alleged error, misstatement or misleading statement; an injurious act or omission or neglect or breach of duty by an Insured, individually or collectively, in the discharge of duties, or any matter claimed against the Insured solely by reason of being or having been the Insured during the policy period.

6. "Property Damage" means:
 - a. Physical injury to or destruction of tangible property occasioned by the Insured or by any product or material manufactured, sold, handled, or distributed by the Insured.
 - b. Lessening of the value of tangible property occasioned by the Insured.
7. "Occurrence" means a Wrongful Act, and also means an accident, event, act, error, omission, or happening, including injurious exposure to conditions, which results in personal injury or property damage neither expected nor intended from the standpoint of the Insured. Personal Injury or Property Damage caused for the purpose of protecting personnel or property of the Insured shall be deemed neither expected nor intended.
8. "Suit" means:
 - a. Action brought in any court.
 - b. An arbitration proceeding to which the Insured is required or has agreed to submit.
 - c. Administrative proceeding before an administrative agency created by state or federal statute to carry out laws promulgated by the State Legislature or Congress. This includes, but is not limited to, proceedings before agencies such as the Illinois Department of Human Rights, the Illinois Human Rights Commission, and the Equal Employment Opportunity Commission.
 - d. Action brought in the Illinois Court of Claims, for purposes of payment of defense costs only.

MISCELLANEOUS ARTICLES FLOATER COVERAGE

Endorsement

The coverage described herein is provided as a part of the Southern Illinois University Self-Insurance Program, and anything herein conflicting with the Program is hereby amended to comply with said Program.

A. Coverage

1. Coverage shall be effective upon delivery of a coverage request document to the Office of University Risk Management. The request shall contain: item description(s), SIU property control number, serial number, value, building location, fiscal officer's name and SIU account number. The Director may make exceptions to this paragraph as appropriate.
2. This Program covers property as per the master schedule on file in the Office of University Risk Management.
3. This Program covers against all risks of direct physical loss of or damage to, the described property, except as provided elsewhere in the Program description.
4. Coverage territory is limited to the United States and Canada.
5. Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted claim, the annually determined deductible shall apply.
6. The Director will determine, with advice of Risk Management and campus staff, that departments exhibiting a frequent disregard for proper security or risk management measures shall be denied further coverage under this Program.

B. Exclusions

This Program does not insure against:

1. Loss or damage caused by wear and tear, marring or scratching, gradual deterioration, inventory shortage or mysterious disappearance, moths or vermin or losses sustained as a result of any repairing or restoration process.
2. Loss or damage caused or resulting from infidelity or other dishonest acts on the part of University employees or any other person to whom the insured property is delivered or entrusted.
3. Breakage of glass or other brittle objects unless caused by: fire, theft, attempted theft, explosion, tornado, earthquake, collision, derailment or overturn of the vehicle in which the property is being transported.