



# University Risk Management

## Guidelines for University Risk Management and the Self-Insurance Program

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## INTRODUCTION

On July 11, 1985, the Board of Trustees of Southern Illinois University authorized the President to direct the development of a program of University Risk Management and Self-Insurance. The authorization contemplated that, where appropriate, a program of self-insurance would replace the protections and administrative services historically provided to the University by commercial insurance companies (see Appendix A).

The program includes:

- A. Retention of risks by the University within its financial capabilities through the establishment of self-insurance limits to be determined by normal loss levels.
- B. Creation by the University of a self-insurance reserve, funded within the University's financial capabilities, in those amounts necessary to insure against potential liabilities. Protection against potential liabilities in excess of funds held in reserve would be provided through other University resources or the purchase of insurance coverage for amounts in excess of self-insurance reserve funds.
- C. Solicitation by the University, as needed, of claims adjustment and legal services to be paid from available resources on a "fee for service" basis.
- D. Initiation of internal risk management programs intended to reduce the University's exposure to potential liabilities.

(5 Policies of the Board H)

Guidelines, promulgated by the President of Southern Illinois University, direct the functioning of the University Risk Management and Self-Insurance Program. These guidelines describe the management of claims and settlements, the involvement of officers throughout the University in the Program, and the increased awareness of all University personnel regarding responsibilities related to University risk management.

## **GENERAL ADMINISTRATION**

The University Risk Management and Self-Insurance Program, hereinafter referred to as the Program, is designed to support a University-wide effort. Like all successful University-wide programs and efforts, the active participation of individuals from throughout the University is required.

The Senior Vice President for Financial and Administrative Affairs and Board Treasurer (Senior Vice President) will coordinate and administer the Program. Control of Program funds will be the responsibility of the Senior Vice President.

Day-to-day operations of the Program will be managed by the Director of University Risk Management (Director), who reports administratively to the Senior Vice President. Coordination of claims handling will take place through the University Risk Management office.

General Counsel will coordinate and administer the legal activities related to the Program and will have responsibility for oversight of the investigation and litigation of any suit in the best interests of the University, with due regard for the rights of individual Insureds under the Duty to Defend, as defined by law.

Any claim or suit may be investigated and defended under a Reservation of Rights as the Director may deem necessary. Furthermore, with the concurrence of the Director and Senior Vice President, the University may seek a declaratory judgment against an Insured.

Persons insured under this Program are expected to cooperate with the University in the settlement of claims and suits and to accept reasonable settlements negotiated by the University on their behalf.

The requirements for approval of comprehensive general and professional liability settlements shall be as follows:

1. The Senior Vice President shall be authorized to approve settlements up to and including \$250,000.
2. The President shall be authorized to approve settlements up to and including \$500,000.
3. Settlements in excess of \$500,000 shall require approval by two of the three members of the Executive Committee of the Board of Trustees.

Before making a settlement recommendation of more than \$250,000 to the President and members of the Board of Trustees Executive Committee, the Senior Vice President/Director shall discuss, as appropriate, such recommendation with the following:

1. The individual insured;
2. The Office of General Counsel;
3. The pertinent Chancellor or Dean and Provost of SIU School of Medicine or Deans of the first professional schools; and
4. The School of Medicine Risk Management Committee for professional liability cases related to the School of Medicine.

Members of the School of Medicine Risk Management Committee will be appointed by the Dean of the Medical School. This Committee shall assist with the organization and implementation of an appropriate risk management program for clinical activities.

A. University Risk Management

The Program accepts a reasonable element of risk and simultaneously pursues the goals of risk avoidance and loss prevention.

**Responsibilities**

It is a responsibility of the Board of Trustees of Southern Illinois University to safeguard University assets and protect the physical well-being of students, faculty and staff members, and members of the general public involved in University activities. A goal of the Program is to identify and evaluate risk exposures and implement loss prevention measures. Risk management considers exposure from the standpoint of the entire University rather than from any one activity or entity within the University. It shall be the responsibility of individuals designated by the Chancellor of each campus to plan, organize, and implement appropriate risk management programs and procedures for the various administrative units of SIUC and SIUE. These activities will be coordinated by the Director. The main elements of risk management will include:

1. Preserving University assets in the long term.
2. Recommending loss prevention techniques and risk transfer methods for all University activities and exposures.
3. Communicating with, educating, and assisting University personnel in understanding the responsibilities of risk management.
4. Administering the Program in compliance with applicable federal, state, and local administrative statutes and regulations.
5. Recommending whether risks should be insured commercially or through self-insurance.

B. Financial Management and Accounting Procedures

The Senior Vice President shall be responsible for making decisions to and administering the self-insurance reserve funds in accordance with applicable laws of the State of Illinois and Policies of the Board of Trustees.

The Senior Vice President's decisions will include the determination of:

1. Amounts to be held in reserve.
2. Levels of annual contributions to the reserve.
3. Amounts of annual contributions from the various elements within the University.
4. Methods of funding in the event expenditure requirements exceed reserve funds available.

The Senior Vice President shall direct the establishment of financial and accounting procedures necessary to:

1. Properly account for all reserve contributions and expenditures.
2. Bill operating units for their annual contributions to the reserve.
3. Make payments for settlements or awards in civil suits, claims, damages, losses and expenses, including attorney fees, claims investigation costs, and actuarial studies as may be directed.
4. Provide historical information related to reserve fund activities.
5. Purchase primary or excess insurance to offset self-insured liabilities or other losses.

## **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 HealthCare.

#### 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 Senior 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 cooperate with the University related to claims matters and upon the University's request, shall attend hearings and trials and assist in: making settlements; securing evidence; providing evidence; and obtaining the attendance of witnesses. 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 forty-eight (48) hours shall be given to the University Risk Management office. 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.
3. If any Insured elects to employ his/her own counsel there is no obligation under this Program to pay any sum, including judgment and legal fees, such Insured person may become legally obligated to pay.

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 injury or property damage arising from natural causes, or Acts of God, which the University could not prevent or control, except as provided by specific endorsement under the Property 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 any obligation for which the University may be held liable under any breach of contract claim or suit.
9. To liability incurred by an Insured arising from the performance of services for fees, compensation, or profit which are derived or intended to be derived from a source other than the University.
10. To punitive or exemplary damage awards.
11. 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.
12. 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.
13. To liability and damages caused willfully and wantonly or resulting from any dishonest, fraudulent, or criminal act or omission.
14. Claims involving the interpretation of collective bargaining agreements.
15. To activities approved for coverage under Federal Tort Claims Act (FTCA).

C. Other Insurance

If at the time of loss or damage there is available to the University, or any other interested party, any insurance which should apply in the absence of this Program, the coverage under this Program shall apply only as excess over such other insurance.

D. 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 a 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. 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.
9. "Acts of God" means an event that directly and exclusively results from the occurrence of natural causes that could not have been avoided by the exercise of foresight, the use of caution or preventative measures.

## PROPERTY 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. This coverage shall provide real and personal property coverage on property owned, used, leased or intended for use by the University. It shall be effective upon delivery of a coverage request document to the University Risk Management office. For real property this shall contain: SIU building number, building name, street address, building occupancy, gross square footage, fiscal officer's name, SIU account number, and account title. For personal property this shall contain: SIU building number, building name, street address, SIU property control number, description of personal property, purchase price (or replacement cost, if different), fiscal officer's name, SIU account number, and account title. The Director may make exceptions to this paragraph as appropriate.
2. This Program covers property as per the master schedule on file in the University Risk Management office.
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. This Program covers losses resulting from the malfunction of boilers and machinery as defined and covered under the current excess policy.
5. Each claim for loss or damage shall be adjusted separately and from the amount of each such adjusted claim the sum listed under the heading "Deductible" on the current Rate Schedule shall be deducted.
6. The Director will determine, with the 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.
7. This Program became effective July 1, 2005, and shall remain in effect until such time as the Board of Trustees shall cancel the Program.

#### B. Exclusions

This Program does not insure against:

1. Loss or damage related to land, land values, water, money, securities, vehicles, watercraft, or aircraft.
2. Loss or damage caused by wear and tear, marring or scratching, gradual deterioration, normal settling or normal shrinkage of walls, floors, or ceilings, inventory shortage or mysterious disappearance, moths or vermin.

3. Loss or damage caused or resulting from actual, alleged or threatened release, discharge, escape or dispersal of contaminants or pollutants.
4. Loss or damage caused or resulting from fungus, mold, mildew or yeast.
5. Loss or damage directly or indirectly caused by or arising from any functioning or malfunctioning of the internet or similar facility, any corruption, destruction, distortion, erasure of data, software, computer or computer system.
6. 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.
7. This Program does not cover the removal or remediation of asbestos, dioxin or polychlorinated biphenols from any good, product or structure unless the asbestos or other contaminant is itself damaged and caused by a covered peril.
8. Losses, damages, costs, expenses, fines or penalties incurred or sustained by or imposed on the University at the order of any Governmental Agency, Court or other Authority arising from any cause whatsoever.
9. 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.
10. Loss or damage caused by short circuit or other electrical disturbance of any kind, exclusive of lightning, within the insured property unless fire ensues, and then only for loss or damage caused by fire.
11. Loss or damage caused by or resulting from hostile or warlike power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, or seizure, destruction or confiscation by any government or public authority.
12. Loss or damage caused by nuclear reaction, radiation or contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this property.

C. Other Insurance

If at the time of loss or damage there is available to the University, or any other interested party, any insurance which should apply in the absence of this Program, the coverage under this Program shall apply only as excess over such other insurance.

D. Valuation

This Program shall not be liable beyond the replacement value of the loss and in no event for more than the limit of liability under the Program.

E. Pair, Set, or Parts

In the event of loss of or damage to:

1. Any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
2. Any part of property covered consisting, when complete for use, of several parts, the Program shall only be liable for the value of the part lost or damaged.

F. No Benefit to Bailee

This Program shall not insure directly or indirectly to the benefit of any carrier or other bailee.

G. Loss Clause

In the event of loss of, or damage to, property covered under this Program, any contribution assessment shall be considered fully earned upon payment of replacement or scheduled value.

H. Civil Authority

Property covered under this Program against the peril of fire is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same, provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

I. Contribution Rate Determination

1. Rates shall be determined annually by the Director based on loss experience and shall be approved by the Senior Vice President.
2. Contributions shall be assessed on an annual basis with the coverage term extending from 12:00 a.m. July 1 to 11:59 p.m. June 30.
3. A per occurrence deductible shall apply to each claim and shall be part of the rate schedule.
4. Limit of liability shall be determined on an annual basis. The Program will not pay more than this amount on an occurrence or aggregate basis.
5. Mid-term additions or deletions shall be computed and assessed on a pro-rated basis.

J. Claims Notification

1. Claims shall be presented in writing to the University Risk Management office within sixty (60) days of said loss for payment consideration. Claims shall be paid based upon repairs or replacement cost, provided such cost is not greater than the limit of liability under the Program.

2. Claims for theft loss must be substantiated by a copy of the applicable police report. There must be some objective evidence that a theft, in fact, occurred. Mysterious disappearance, inventory shortages, intentional misuse, willful and wanton misconduct, or careless disregard are not covered.
3. Claims presented more than sixty (60) days after the date of loss shall not be paid.

**AUTOMOBILE PHYSICAL DAMAGE COVERAGE**  
(Collision and Comprehensive)

**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. This coverage shall provide Motor Vehicle Physical Damage Coverage on motor vehicles owned by the University or on long-term lease (over 30 days) which are recorded on the Schedule of Covered Vehicles in the University Risk Management office.
2. Covered motor vehicles - for this endorsement "motor vehicle" means a land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads.
3. Coverage Territory - United States and Canada.
4. Coverage shall be effective upon receipt of the official Request for Coverage in the University Risk Management office.
5. Coverage shall be limited to the actual cash value of the loss or the amount necessary to repair the vehicle whichever is less plus reasonable and customary charges for temporary, substitute vehicles.

B. Exclusions

1. Owned, leased, or rented vehicles provided by the University which do not appear on the Schedule of Covered Vehicles recorded in the University Risk Management office.
2. No coverage shall extend if the vehicle is operated outside the authorized University purpose or operated in violation of laws or regulations.
3. Private vehicles used by University personnel for personal or University business.
4. Miscellaneous vehicles loaned or provided to University personnel by a third party.
5. Loss for damage resulting from war, radioactive contamination, or discharge of any nuclear weapon.
6. Damage from wear and tear, freezing, mechanical or electrical breakdown, or failure or road damage to the tires.

C. Physical Damage Coverage

1. Comprehensive Coverage - Loss from any cause except the covered motor vehicle's collision with another object or its overturn.
2. Collision Coverage - Loss caused by the covered motor vehicle's collision with another object or its overturn.



D. Contribution Rate Determination

1. Rates shall be determined annually by the Director based on loss experience and shall be approved by the Senior Vice President.
2. A per occurrence deductible shall apply to each claim and shall be part of the rate schedule.
3. Contributions shall be assessed on an annual basis with coverage extending from 12:00 a.m. July 1 to 11:59 p.m. June 30.
4. Mid-term additions or deletions shall be computed and assessed on a pro-rated basis.

E. Claims

1. Claims shall be presented in writing to the University Risk Management office within sixty (60) days of said loss for payment consideration.
2. The Self-Insurance Program will pay the lesser of two estimates of repair minus the deductible or the actual cash value of the vehicle minus the deductible, whichever is less.
3. Claims presented more than sixty (60) days after the date of loss shall not be paid.

## EXCESS MEDICAL BENEFITS

### Endorsement

The coverage described herein is provided as 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

The Board of Trustees of Southern Illinois University does hereby provide to non-University personnel (as defined below), participating in sponsored camps, child care, or other approved programs or activities, excess medical benefits as specified below.

Excess Medical Benefit Coverage is a non-liability, limited scope, expected, excess medical benefit extended by the University.

Coverage is extended only when requested by the sponsoring department prior to the beginning date of camp, program, or July 1 for annual coverage. Under no circumstances will coverage be retroactive.

This benefit became effective on the 1st day of January, 1987, and shall remain in effect until such time as the Board of Trustees shall cancel the Program. Effective July 1, 2010, this benefit became effective for child care and other approved programs or activities. Effective July 1, 2013, this benefit became excess of other available insurance. "Non-University personnel" shall be defined for the purposes of this Program as all persons participating in University-sponsored camp activities, child care programs, or other approved programs or activities who are not faculty members, staff, or students eligible for student medical benefits, and shall be referred to herein as "Participant". Temporary extra-help camp counselors shall be eligible for coverage.

This benefit, subject to exclusions, covers, up to established limits, against loss resulting directly and indirectly from all causes of accidental bodily injury, which is sustained during the term of this benefit, hereinafter referred to as "such injury," and loss resulting from sickness which is contracted during the term of this benefit, hereinafter referred to as "such sickness," and is sustained:

1. While in or on buildings or premises of the University during the time the Participant is required to be therein or thereon by reason of attendance at the University on any regular camp program or activity day; or
2. While in attendance at or participating in a regularly scheduled camp or program activity approved by proper authority of the University; or
3. While traveling directly to or from such regularly scheduled and approved camp or program activity with other Participants of the University as a group, provided such group is at the time under supervision of proper authority of the University.

B. Exclusions

No payment under this benefit shall be made for:

1. Claims presented more than thirty (30) days after occurrence/ commencement of a covered accident or illness.
2. Services rendered by a camp physician, camp nurse, or any other person employed by the camp.
3. Services rendered by any counselor, group leader, chaperon, or any other person accompanying the Participant to the camp.
4. Injury or sickness which has its inception prior to the effective date of the coverage (any pre-existing condition).
5. Eyeglasses, examinations or prescriptions therefore, unless actual damage to the eye shall result from a covered accident.
6. Dental treatment, dental x-rays, crowns, fillings, dentures or replacement of dental work, unless damage to sound, natural teeth shall result from a covered accident.
7. Mental or nervous disorders.
8. Disability or injury covered under any Worker's Compensation law or other employee benefit while working full or part-time in the camp of the University.
9. Drugs or medications unless prescribed by a physician as a result of a covered accident or sickness.
10. Suicide, attempted suicide, self-inflicted injury, or injury resulting from the illegal or improper use of controlled substances.
11. Accident or injury covered by another insurance carrier, including but not limited to primary health or accident, general liability, auto liability, or motorcycle liability.

C. Accidental Death and Dismemberment Benefit

If injury shall result in any of the covered losses within 180 days following the date of accident, the University shall pay an amount specified, but only the greatest of such specified amounts shall be paid for every one accident with respect to any one Participant irrespective of the number of injuries which may be applicable for the loss of life; both hands or both feet; entire sight of both eyes; entire sight of one eye; one hand and one foot; one hand and the sight of one eye; or one hand or one foot.

"Loss" as used above shall mean, with reference to hand or foot, actual severance through or above the wrist or ankle joint. Loss of sight of an eye shall mean the entire and irrecoverable loss of sight thereof.

Indemnity for loss of life shall be payable to the Estate of the Participant. All other indemnities under this Program shall be paid to the Participant only as a reimbursement for expenses incurred as a direct result of a covered loss. If any indemnity under this Program shall be payable to a minor or other not competent to give a valid release, the University will pay such indemnity, up to the Principal Sum, to any individual who offers affirmative proof that he/she is equitably or legally entitled thereto. Any payment made by the

University in good faith pursuant to this provision shall fully discharge the University to the extent of such payment.

D. Medical and Hospital Expense

The University will pay the actual reasonable and necessary expenses excess of other available insurance incurred within fifty-two (52) weeks from the date of occurrence of a covered accident or from the date of commencement of a covered sickness for the personal services of a legally qualified medical provider, hospital confinement, the employment of a licensed nurse, physical therapy expenses, x-rays, prescription medication, rental of braces, crutches or wheelchairs, and transportation by emergency vehicle from the camp to the Participant's residence or to a hospital qualified to provide such treatment, not to exceed the limits hereinbefore specified and determined annually by the Director and approved by the Senior Vice President.

E. Other Insurance

The Plan is excess to any other health insurance, benefit plan or insurance coverage from which the student may be entitled. This Plan will not pay primary or other insurers discounts and/or usual and customary write-offs.

F. Contribution Rates

1. Contribution rates shall be determined annually by the Director based on loss experience and shall be approved by the Senior Vice President.
2. Contributions shall be collected from the sponsoring department on an annual or per day basis.
3. Annual contributions shall be assessed with coverage terms extended from 12:00 a.m. July 1 to 11:59 p.m. June 30.
4. A benefit limit shall be determined on an annual basis.

G. Claims

1. The notice of claim must be submitted to University Risk Management office within thirty (30) days of the covered accident or injury. Notice given after (30) days after will not be paid.
2. Covered Individuals must submit all medical expenses to primary and other available insurance and must provide Explanation of Benefits (EOB) and copies of detailed medical bills in a timely manner.
3. Incurred claims expense will be considered after all adjustments (including, but not limited to, discounts, write-offs and negotiated fees) and shall be paid directly to the provider.
4. The program will not pay more than the annually determined benefit limit on an accident or participant basis.

## STUDENT INTERCOLLEGIATE ATHLETIC EXCESS ACCIDENT COVERAGE

### Endorsement

The coverage described herein is provided as 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

The Board of Trustees of Southern Illinois University does hereby establish a reserve fund for the Student Intercollegiate Athletic Excess Accident Plan. The Plan is established for the purpose of providing covered individuals, University student intercollegiate athletes, coverage up to established limits for medically necessary expenses resulting from a covered accident or a covered heart or circulatory malfunction accident, athletically related injuries, sustained while participating in a covered event, an intercollegiate sports activity, including covered team travel, competition, practices and conditioning sessions. The Plan is subject to a per-injury claim limit approved by the Senior Vice President and shall be coordinated with the NCAA Athletic Catastrophe Coverage Program.

It is the responsibility of the Covered Individual to provide all pertinent information requested and to follow the University procedures.

Coverage is extended only when requested by the Intercollegiate Athletic Department prior to August 1 for annual coverage. The coverage shall be assessed and funded annually through the requesting Intercollegiate Athletic Department. This Program shall be effective at 12:00 a.m. on the first day of August, 2012, and shall remain in effect until such time as the Board of Trustees shall cancel the Plan.

#### B. Exclusions

No payment under this benefit shall be made for:

1. Claims when notice was presented more than thirty (30) days after occurrence or commencement of a covered accident.
2. Claims when the Covered Individual does not provide all pertinent information or does not follow the University procedures.
3. Injuries or illnesses which are not a direct result of intercollegiate athletics participation during the date of the primary competitive season and designated off-seasons as approved by the Director of Athletics according to NCAA regulations.
4. Injuries or illnesses which are a result of intramural, club sport, or recreational activities, training or conditioning activities that occur outside of the primary competitive season and designated off-season periods.
5. Services rendered by physician or other medical provider without initiation or authorization by a member of the Sports Medicine Staff.

6. Services or charges for which the Covered Individual is not legally obligated to pay.
7. Treatment, services or supplies not Medically Necessary, or in excess of the Reasonable and Customary amount.
8. Experimental or research treatment that is considered as such by the U.S. Department of Health and Human Services or any of its agencies.
9. Cosmetic surgery or procedures unless actual damage resulted directly from a covered accident.
10. Transportation costs other than for emergency ambulance services.
11. Custodial, respite, rest or supportive care which does not assist the Covered Individual to recover from an Injury.
12. Personal comfort items such as telephone, television or similar services.
13. Charges for appliances prescribed for the purpose of preventing future injury.
14. Services rendered by a University physician, nurse, trainer or any other person employed by the University.
15. Injury which has its inception prior to the effective date of the coverage (any pre-existing condition).
16. Expenses for athletic injuries incurred after completion of the student-athlete's intercollegiate athletic eligibility.
17. Eyeglasses, examinations or prescriptions therefore, unless actual damage to the eye shall result from a covered accident.
18. Dental treatment, dental x-rays, crowns, fillings, dentures or replacement of dental work, unless damage to sound, natural teeth shall result from a covered accident.
19. Mental or nervous disorders.
20. Disability or injury covered under any Worker's Compensation law or other employee benefit.
21. Accident or injury covered by another insurance carrier, including but not limited to primary health or accident, general liability, auto liability, or motorcycle liability.
22. Drugs or medications unless prescribed by a physician as a result of a covered accident or sickness.
23. Suicide, attempted suicide, self-inflicted injury, or injury resulting from the illegal or improper use of controlled substances.
24. Injury or illness suffered by a Covered Individual where the University required the Covered Person to sign a waiver relieving the University of responsibility or liability based on notification by a Doctor that the Covered Individual's participation exposed the Covered individual to increased risk for that type of injury, cardiovascular accident or stroke or other similar traumatic event incurred.
25. Injury caused by or resulting from engaging in any act or occupation which is in violation of the law of the jurisdiction where the loss or cause of loss occurred. A violation of law includes both misdemeanor and felony violations.
26. Injury that occurs while a Covered Individual has been determined to be intoxicated by judicial or administrative judgment or order; by evidence of an alcohol concentration in the Covered Individual's blood, breath, or urine which equals or exceeds the limits set by applicable motor vehicle laws; or by other evidence demonstrating the insured was under the influence of any alcohol, narcotic, barbiturate or hallucinatory drug, unless the same was administered on the advice of a Physician and was taken according to the prescribed dosage.

27. Injury caused by participation in a riot, rebellion or insurrection of any act or incident to any of these. For purposes of this exclusion, "participation" means to take an active part in common with others; "riot" means any use of or the threat to use force or violence by three or more persons without the authority of law.
28. Disease, sickness, bodily or mental infirmity and medical or surgical treatment for ptomaine or bacterial infection, other than bacterial infection occurring in consequence of a covered accidental cut or wound.
29. Injury caused by exposure of the elements by or disappearance of a Covered Individual.
30. Injury that occurs during travel to or from University supervised and sponsored play or practice of an eligible Sport that is not "Covered Travel".
31. With regard to aircraft, injury caused by boarding, alighting from, being struck by, or being on any aircraft owned, operated, or leased by the University, the Covered Individual or a member of the Covered Individual's immediate family; flying in any aircraft which is rocket propelled; flying in any aircraft being used for aerobatics, racing or an endurance test, crop dusting, seeding, fertilizing or spraying, fighting a fire, any exploration, pipe or power line patrol, the pursuit of animals or birds, aerial photography, banner towing or skywriting, or any test or experimental purpose; flying when a special permit or waiver from the proper authority has to be issued; riding as a pilot, operator or "crew member" in any aircraft. "Crew member" means any person who has any duties aboard the aircraft.
32. Cumulative Trauma/Cumulative Injury.
33. War or act of war, whether declared or not.
34. Terrorism or any act thereof.

C. Medical and Hospital Expense

The University will pay the actual reasonable and medically necessary expenses incurred within twenty-four (24) months from the date of occurrence of a covered accident for personal services of a legally qualified medical provider, hospital, physical therapy expenses, x-rays, prescription medication, rental of braces, crutches or wheelchairs, and transportation by emergency vehicle from the covered accident site to a hospital qualified to provide such treatment, when initiated or authorized by the University's Sports Medicine Staff, not to exceed the limits hereinbefore specified.

D. Other Insurance

The Plan is excess to any other health insurance, benefit plan or insurance coverage from which the student may be entitled. This Plan will not pay primary or other insurers discounts and/or usual and customary write-offs.

E. Definitions

"Athletically Related Injury" means injuries that are a direct result of participation in a covered event.

“Covered Accident” means an accident that occurs while the coverage is in effect, which directly results in bodily injury (not excluded from coverage by the Exclusions and Limitations) of a Covered Individual, and which: a) occurs while he or she is participating in a Covered Event; or b) occurs during Covered Travel to or from the location of a Covered Event; or c) occurs during a temporary stay at the location of a Covered Event held away from the University while the Covered Individual is engaged in an activity or travel that is authorized by, organized by or directly supervised by an official representative of the University.

“Covered Event” means any University authorized, organized or directly supervised Qualifying Intercollegiate Sport activity, including team travel, competition, practices and conditioning sessions during the playing season.

“Covered Travel” means team or individual travel, for purposes of representing the University, that is to or from the location of a Covered Event and is authorized by the University, provided the travel is paid for or subject to reimbursement by the University. Covered Travel to a Covered Event will commence upon embarkation from an authorized departure point and terminate upon arrival at the location of the Covered Event. Covered Travel from a Covered Event will commence upon departing from the location of the Covered Event and terminate upon return to the authorized place from which such Covered Travel to the Covered Event began.

“Hospital” means an institution, which meets all of the following requirements: a) it is licensed (if required by law) as a hospital by applicable licensing authorities; b) it is open at all times; c) it is operated mainly to diagnose and treat illnesses on an inpatient basis; d) it has a staff of one (1) or more Doctors on call at all times; e) it has twenty-four (24) hour nursing services by Registered Nurses; and f) it is not mainly a skilled nursing facility, clinic, nursing home, rest home, convalescence home, or like place; and g) it has organized facilities for major surgery or provides for such facilities for its patients through formal written agreement with other Hospitals.

“Immediate Family” means the mother, father, sister, brother, husband, wife, or children of the Covered Individual, any other members of the same household as the Covered Individual, or any other person legally responsible for the care of the Covered Individual.

“Incur” or “Incurred” means that an expense is sustained by the Covered Individual, after all adjustments (including, but not limited to, discounts, write-offs and negotiated fees). A Covered Loss shall be considered to be Incurred on the date the treatment or service is rendered or the purchase or rental occurs.

“Covered Individual” means: a) a student-athlete including student cheerleaders, dance team members, and mascots, participating in a covered event in an intercollegiate sport as recognized by the University; and b) a prospective student-athlete participating in a covered event who has graduated from high school and signed a National Letter of Intent or a written offer of admission or financial aid to participate in an intercollegiate sport at the University.



“Medically Necessary” means a service or supply that is ordered, prescribed or rendered by a Doctor or hospital and determined by the University to be: a) provided for the diagnosis or treatment of the patient’s condition; b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Covered Individual’s condition; c) provided in accordance with generally accepted professional standards or medical practice; d) the most appropriate supply or level of service which can be provided on a cost effective basis (including but not limited to inpatient vs. outpatient care, electric vs. manual wheelchair, surgical vs. medical or other types of care). The fact that a Doctor may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

“Qualifying Intercollegiate Sport” means a sport: a) which has been accorded varsity status by the University as an NCAA sport; b) which is administered by a University department of Intercollegiate Athletics; c) for which the eligibility of the participating Student athlete is reviewed and certified in accordance with NCAA legislation, rules, or regulations; and d) which entitles qualified participants to receive the University official awards.

“Student” means an individual who is actually enrolled and attending school as a full time Student at the University.

“Covered Heart or Circulatory Malfunction Accident” means a cardiovascular accident, stroke or other similar traumatic event, which is independent of disease, illness, or other cause, occurring which within 24 hours of participating in a Covered Activity supported by satisfactory evidence that participation in the Covered Activity precipitated the medical necessity of treatment. However, no further treatment will be covered if the symptoms are diagnosed as disease, illness or other no-accidental cause.

F. Subrogation Clause

The Board of Trustees of Southern Illinois University shall be subrogated to all rights of recovery which a person covered under this Plan may have, to the extent payment is made under this Plan 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 Plan or personal liability to the University.

G. Contribution Rates

1. Contribution rates shall be determined annually by the Director based on loss experience and shall be approved by the Senior Vice President.
2. Contributions shall be collected from the requesting department, deposited into the Self-Insurance Student Intercollegiate Athletic Excess Accident account and, after appropriate processing, payment of all valid claims and/or indemnities from the account shall be made.
3. Annual contributions shall be assessed with coverage terms extended from 12:00 a.m. August 1 to 11:59 p.m. July 31.

4. A benefit limit shall be determined on an annual basis.

H. Claims

1. The notice of claim must be submitted to the University Risk Management office within thirty (30) days of the covered accident. Notice given after (30) days after the accident will not be paid.
2. Covered Individuals must submit all medical expenses to primary and other available insurance and must provide Explanation of Benefits (EOB) and copies of detailed medical bills in a timely manner to the Sports Medicine Staff.
3. Incurred claims expense will be considered after all adjustments (including, but not limited to, discounts, write-offs and negotiated fees) and shall be paid directly to the provider.
4. The program will not pay more than the annually determined benefit limit on an accident or participant basis.

## **Appendix A**

### **Policies of the Board of Trustees of SIU**

#### ***H. University Self-Insurance Program***

1. The President of Southern Illinois University is authorized, pursuant to authority granted to the Board of Trustees by State law, to direct the development of a University Self-Insurance Program. Where appropriate, the Self-Insurance Program will replace the protections and administrative services historically provided to the University by commercial insurance companies.

The Program will include:

- a. Retention of risks by the University within its financial capabilities through the establishment of self-insurance limits to be determined by normal loss levels.
  - b. Creation by the university of a self-insurance reserve, funded within the University's financial capabilities, in those amounts necessary to insure against potential liabilities. Protection against potential liabilities in excess of funds held in reserve would be provided through other University resources or the purchase of insurance coverage for amounts in excess of self-insurance reserve funds.
  - c. Solicitation by the University, as needed, of claims adjustment and legal services to be paid from available resources on a "fee for service" basis.
  - d. Initiation of internal risk management programs intended to reduce the University's exposure to potential liabilities.
2. Guidelines promulgated by the President direct the functioning of the University Risk Management and Self-Insurance Program (3/13/03).

## Appendix B

### (110 ILCS 520/8a)

- (1) The Board shall provide each member of the Southern Illinois University Police Department without cost to him public liability insurance covering him for any liability which arises out of his employment to the extent of the insurance policy limits which shall be not less than \$50,000.
- (2) The Board shall have power to insure the Board, the universities under Board jurisdiction, Board members, paid and unpaid employees of the Board, and any students, volunteer workers, visiting faculty and professionals who are agents of the Board in the performance or delivery of its programs or services against claims, damages, losses, expenses and civil suits arising out of statements, acts or omissions in the discharge of their duties, which statements, acts or omissions do not involve intentional or willful and wanton misconduct on the part of such persons; and to insure against losses to real and personal property owned by the Board or in the actual or constructive custody of the Board and for loss of income from such real and personal property. The Board shall have power to defend, hold harmless and indemnify, in whole or in part, all persons as to whom any such insurance is provided. Pursuant to its power to insure, the Board may establish and accumulate reserves for payment of such claims, damages, losses, expenses and civil suit awards or obtain insurance affording coverage for such matters. Reserves established by the Board for the foregoing purpose shall be subject to the following conditions:
  - (a) The amount of such reserves shall not exceed the amount necessary and proper, based on past experience or independent actuarial determinations;
  - (b) All earnings derived from such reserves shall be considered part of the reserves and may be used only for the same purposes for which the reserves may be used;
  - (c) Reserves may be used only for the purposes of making payments for civil suits, claims, damages, losses and expenses, including attorney fees, claims investigation costs and actuarial studies associated with liabilities arising out of statements, acts or omissions of individuals in the discharge of their duties, which statements, acts or omissions do not involve intentional or willful and wanton misconduct on the part of such individuals, for payment of insurance premiums, and for the purposes of making payments for losses resulting from any insured peril;
  - (d) All funds collected for the purposes specified in paragraph (c) or earmarked for such purposes must be placed in the reserves;
  - (e) Whenever the reserves have a balance in excess of what is necessary and proper, then contributions, charges, assessments or other forms of funding for the reserves shall be appropriately decreased.
- (3) As to all claims, damages, losses, expenses and civil suits covered by insurance provided by the Board or as to which the Board has not provided insurance, to the extent permitted by law, sovereign Immunity shall apply and recourse shall be limited to the Court of Claims.
- (4) When permitted by law to enter into an agreement with any unit of government, institution of higher education, person, or corporation for the use of property or the performance of any function, service or act, the Board may agree to the sharing or allocation of liabilities and damages resulting from such use of property or performance of any function, service or act. Such agreement may provide for contribution or indemnification by any or all of the parties to the agreement upon any liability arising out of the performance of the agreement.

*(Source: P.A. 84-1126.)*

