

## ENDORSEMENT #2

### NO-FAULT COVERAGE FOR MEDICAL EXPENSES ARISING OUT OF ACCIDENTAL INJURY

This Endorsement, effective 12:01 AM July 1, 2016, forms a part of Errors & Omissions/General Liability Trust Fund Coverage Agreement \_\_\_\_\_ issued to the \_\_\_\_\_ Board of Education by the North Carolina School Boards Trust.

Subject to the terms and limits set forth below, the Fund will pay, regardless of fault, Medical Expenses incurred by or on behalf of Students and/or School Guests arising out of Accidental Injury occurring on School Campuses.

#### LIMITS OF COVERAGE

Per person:	\$ 2,500
Per Occurrence:	\$ 5,000
Coverage Period aggregate:	\$ 25,000

#### DEFINITIONS

When used in this Endorsement, the following words and phrases are defined as set forth below:

**Accidental Injury** means physical injury arising out of an Occurrence on School Campuses owned or under the control of the Member School District, which is directly and independently caused by specific accidental contact with another person, structure, or object. Accidental Injury does not include loss which results in whole or in part, directly or indirectly, from sickness, disease, allergy, or other illness. Accidental Injury does not include injury to any person arising out of or in connection with any non-school sponsored event or activity.

**Cosmetic Procedure** means any type of procedure or service which is performed to improve appearance and which is not medically necessary.

**Medical Expenses** means reasonable expenses arising out of an Accidental Injury for necessary (1) first aid administered at the time of the Accidental Injury; (2) medical, surgical, and x-ray services and dental services to sound, natural teeth; (3) prescription medication; (4) medical appliances supplied by a physician's office or hospital; and/or (5) ambulance, hospital, professional nursing, and funeral services. The term Medical Expenses does not include expenses incurred for any psychiatric or counseling services; for any Cosmetic Procedures; or for any physiological or physical therapy services, unless such physiological or physical therapy services are prescribed by a physician.

**Occurrence** means an accident happening during the Coverage Period that causes Accidental Injury and that occurs during regular school hours or during a Student Event. All Accidental Injury attributable directly or indirectly to the same accident, event, conditions, cause, defect, or hazard shall be considered to be one Occurrence, regardless of the time period or area over which the Accidental Injury occurs or the number of persons sustaining Accidental Injury.

**School Campuses** means school buildings used for classrooms, laboratories, libraries, gymnasiums, auditoriums, cafeterias, sports fields, and/or similar student facilities as well as surrounding, contiguous premises owned or leased by the Member School Board. The term School Campuses does not include school warehouses, garages, office buildings, or other facilities which are not routinely occupied by students.

**School Guest** means a person who is lawfully on the School Campus during regular school hours or during a Student Event. School Guest does not include any non-Student participant in any before-school, after-school, extended day, vacation, teacher workday, inclement weather, holiday, day care, or other child care program. School Guest also does not include the parent(s) or guardian(s) of such a non-Student participant.

**Student Event** means a function sponsored and scheduled by the Member School District which is under the supervision of a Member and which is for the primary benefit of Students.

## EXCLUSIONS

Coverage under this Endorsement does not apply to:

1. Medical Expenses incurred by or on behalf of Employees of the Member School District.
2. Any expenses associated with the repair or replacement of damaged or lost eye glasses or contact lenses.
3. Medical Expenses covered, paid, or payable by workers' compensation, employee disability, occupational disease, or other similar law or statute.
4. Medical Expenses arising out of or in connection with, in whole or in part, the ownership, use, maintenance, or operation of any trampoline. Provided, however, that this exclusion shall not apply to Medical Expenses arising out of or in connection with mini-trampolines while being used with Students who are receiving special education services from the Member School District, unless such Medical Expenses are otherwise excluded under this Endorsement.
5. Medical Expenses arising out of or in connection with, in whole or in part, the ingestion, inhalation, presence of, contact with, testing for, injection of, and/or exposure to one or more Contaminants, medicines, or drugs.
6. Medical Expenses arising out of or in connection with, in whole or in part, (a) the ownership, leasing, purchasing, maintenance, operation, use, loading, or unloading of, or any instruction related to any Automobile or bicycle; (b) bus assignments or the supervision of persons getting on, getting off, or riding on buses; (c) the design, location, or maintenance of bus routes, bus stops, roadways, signs, gates, bicycle routes, traffic flow, or ingress to/egress from school property; or (d) the hiring, training, retention, or supervision of any person who is involved in, or has responsibility for, any of the activities excluded from coverage under this exclusion.
7. Medical Expenses arising out of or in connection with, in whole or in part, (a) any criminal or intentional act initiated by the person sustaining the Accidental Injury; or (b) any sexual act, sexual molestation, sexual harassment, sexual assault, or sexual conduct or misconduct of any kind.
8. Medical Expenses arising out of or in connection with animal bites or any type of injury caused by an animal.
9. Over-the-counter medications.
10. Medical appliances other than those obtained from a physician's office or a hospital.
11. More than one medical consultation that is not accompanied by treatment for the Accidental Injury.
12. Medical Expenses incurred more than one year following the date of the Accidental Injury.
13. Medical Expenses arising out of or in connection with, in whole or in part, fainting, dizziness, or loss of consciousness which is not caused by specific accidental contact with another person, structure, or object.
14. Medical Expenses arising out of or in connection with, in whole or in part, non-contact and/or overuse injuries, including but not limited to stress fractures, ACL tears, meniscus or MCL tears, rotator cuff injuries, shin splints, tendonitis, strains, sprains, muscle pulls and tears, and blisters.

15. Expenses arising out of or in connection with, in whole or in part, dental services for veneers; bridges; implants; the whitening or bleaching of teeth; orthodontics (braces), or damage to or loss of orthodontics; or crowns, unless the crown is necessitated by a root canal.
16. Expenses arising out of or in connection with any late fees, interest, penalties, and/or finance charges assessed or charged by a medical provider or collection agency.
17. Medical Expenses arising out of or in connection with, in whole or in part (1) the transmission of viruses, bacteria, sickness, or disease; and/or (2) diagnostic tests related to the transmission or possible transmission of viruses, bacteria, sickness, or disease. This exclusion does not apply to Medical Expenses incurred in the treatment of a bacterial infection occurring in an open skin wound caused by an Accidental Injury.
18. Medical Expenses arising out of or in connection with, in whole or in part, hernias.
19. Medical Expenses arising out of or in connection with, in whole or in part, the ownership, maintenance, use, loading or unloading of, or the traveling in or upon any watercraft or any aircraft. Provided, however, that this exclusion shall not apply to Medical Expenses arising out of the use or operation of a Drone unless such use or operation of a Drone is otherwise excluded by Exclusion 20, below.
20. Medical Expenses arising out of or in connection with, in whole or in part: (a) the electronic malfunction and/or failure of electronic components, accessories, or power equipment of a Drone; (b) the operation of a Drone which is over 20 inches in length and/or weighs more than five pounds; (c) the operation of a Drone at an altitude higher than 400 feet or at a speed faster than 50 miles per hour; (d) the operation of a Drone between sunset and sunrise, in weather that allows less than three miles of visibility, outside the operator's visual line of sight, or indoors; or (e) the operation of a Drone that was not included in the Member's schedule on file with NCSBT at the time of the Occurrence.

## **CONDITIONS**

### **Excess over Insurance, Other Coverage, or Benefits**

Coverage under this Endorsement is specifically written to be excess over (1) benefits or amounts covered, paid, or payable to or on behalf of the injured person under any agreement or insurance policy providing medical payments coverage; (2) benefits or amounts covered, paid, or payable to or on behalf of the injured party under any federal, state, or local government program including but not limited to any Victims of Crime Compensation Fund, Medical Assistance Program, or Medicaid Program pursuant to N.C.G.S. § 108A-54 et seq.; and (3) benefits or amounts covered, paid, or payable under an insurance policy or an agreement of medical, dental, vision, accident, or other health coverage (whether group, family, individual, or otherwise). No benefits will be paid under this Endorsement unless and until (1) the injured Student or School Guest (or parent or guardian of such injured Student or School Guest) has properly and timely submitted claim(s) for benefits payable under all other applicable medical payment agreements; benefit programs; medical, dental, vision, accident, or other health coverage; insurance policies; coverage agreements; and/or government programs; and (2) such claims have been fully and finally processed.

### **Incorporation of Terms**

The following provisions of the NCSBT Errors & Omissions/General Liability Trust Fund Coverage Agreement are incorporated herein by reference: Coverage Period; Definitions of Automobile, Claim, Contaminant, Coverage Period, Drone, Employee, Fund, Member, Member School District, and Student; Cancellation and/or Revisions; Complete Agreement; Conflicting Statutes; Fraudulent Claims; Inspection, Audit, and Verification of Underwriting Information; Litigation against the Fund; and Subrogation.

## **Occurrence-Based Coverage**

The no-fault coverage described in this Endorsement is provided on an “occurrence” basis. This means that the coverage applies to Accidental Injury resulting from an Occurrence which happens during the Coverage Period.

Neither the happening of an Occurrence during the Coverage Period nor the payment of Medical Expenses by the Fund as a result of such Occurrence in any way triggers liability coverage under the NCSBT Errors & Omissions/General Liability Trust Fund Coverage Agreement for injury caused by the same accident. The liability coverage provided under the Errors & Omissions/General Liability Trust Fund Coverage Agreement is claims-made coverage which is triggered only by a Claim being made during the Coverage Period, pursuant and subject to all of the terms, exclusions, and conditions of such Coverage Agreement.

## **Reporting and Investigation of Accidental Injuries**

As a condition precedent to the payment of benefits under this Endorsement, the following requirements must be met:

- (1) an Accidental Injury must be reported to the Superintendent of the Member School District or the Superintendent’s designee within thirty (30) days of the Occurrence;
- (2) a Fund-approved Medical Expense Certificate, signed before a notary public by the person who sustained the Accidental Injury or, if a minor, by his or her parent or legal guardian, must be fully completed and delivered to the Fund within one year of the date of the Occurrence with an incident report prepared by the Superintendent or his or her designee stating the date, time, and location of the accident and listing any witnesses or persons known to have knowledge of the accident and copies of all bills for Medical Expenses for which payment or reimbursement is sought. Any supplementary Medical Expenses not submitted with a timely filed Medical Expense Certificate which relate to medical treatment received within one year of the Occurrence must be submitted to the Fund within 14 months of the date of the Occurrence along with a fully completed Supplement to Medical Expense Certificate form and any other necessary supporting documentation; and
- (3) all information necessary for the Fund to comply with Centers for Medicare & Medicaid Services reporting requirements, including but not limited to the full name, date of birth, gender, and social security number of the person who sustained the Accidental Injury, must be promptly provided to the Fund upon request.

As further conditions precedent to the payment of benefits under this Endorsement, the Member School District and the person who sustained Accidental Injury (or, if a minor, his or her parent or legal guardian) must cooperate with the Fund in the investigation of the Occurrence and promptly provide information and/or supporting medical records requested by the Fund; and the person who sustained Accidental Injury must submit, at the Fund’s request, to physical examinations by physicians chosen by the Fund and at the Fund’s expense.