

EEL Insurance Program Amended September 1, 2020

Please note that effective September 1, 2020 the, EEL Insurance Program is amended to exclude indemnity loss for a claim arising out of an actual or alleged transmission of any communicable disease (such as COVID-19). This exclusion is added because the current policy terms and rates are based on historical loss data that does not contemplate an event such as a worldwide pandemic. However, the exclusion shall provide legal defense if the insured attempted to comply in good faith with all Federal, State, Municipal, School Board, or Educational Institution guidance and standards. Legal defense shall not exceed \$5,000,000 in the aggregate for all claims for all insured asserted during the policy period.

Example Scenarios:

1. A parent sues a teacher for medical costs and suffering for his student child who is infected with COVID, and asserts that the student was infected in a class that was not practicing social distancing, cleaning, and other district recommended safety guidelines. If the member did attempt to comply with safety guidelines, then the insurance company will provide legal defense. The insurance company will not pay any medical costs and monetary damages awarded by the court.
2. A teacher allows students to gather in close proximity. A student is infected and the member is sued for medical costs and suffering. The insurance company will not provide legal defense if it is determined that there was willful and intentional disregard of safety guidance by the member. The insurance company will not pay any medical costs and monetary damages awarded by the court.
3. A student or teacher gets COVID 19 exposure at school site and gets seriously ill or dies and family sues school district and the teacher who exposed them to COVID 19. The teacher who exposed them to COVID 19 – had COVID 19 and is a member. If the member attempted to comply with safety guidance and standards, then the insurance company will provide legal defense. The insurance company will not pay any medical costs and monetary damages awarded by the court.

In any scenario, the insurance company will not pay loss and monetary damages. However, the insurance company will provide legal defense if the member attempted comply in good faith with all Federal, State, Municipal, School Board, or Educational Institution guidance and standards. Defense will only be withheld in the event that it is determined that there was willful and intentional disregard of safety guidance by the member. Please refer to the NEA EEL Master Policy for policy details.