Protection that keeps the focus on learning, not liability.

Flexible Features

- Elect one, two or all three coverage parts.
- Offer a combined limit or separate limits for coverage parts:
  - » Combined limits of $1M each claim with up to a $15M umbrella tower may be available. When separate limits are chosen, an umbrella is not available. As an alternative, each coverage part can have its own separately written limits, with:
    - Limits up to $5M per coverage part
    - Limits up to $10M if E&O is the only coverage part purchased
- Customize each coverage part with its own unique limits, self-insured retention and retroactive date.

With broad coverage and policy features that offer unprecedented flexibility, our **Educators Professional Choice®** coverage is designed for the specific needs of educational institutions.

Three Modular Coverage Options

We've structured Educators Professional Choice® just like a customized curriculum, with courses that can be taken together or separately, or in any combination. So educational institutions can be more selective about the coverage they purchase, while still having the most comprehensive plan available.

1. Directors, Officers & Entity Liability (D&O)	2. Educators Errors & Omissions Liability (E&O)	3. Employment Practices Liability (EPL)
Helps protect individual directors' and officers' assets from lawsuits arising out of their breach of duty, neglect, error, misstatement or omission while performing job duties. Includes coverage for the entity's own wrongful acts.	Helps insure damages arising out of an insured's rendering, or failing to render, services in the performance of the school's educational functions. Includes certain student discrimination claims, other than disparate treatment discrimination.	Helps protect a school against allegations of discrimination, breach of employment contract, sexual harassment and other employment-related wrongful acts. Failure to grant tenure allegations are also covered under this coverage part.

Who's Covered?

The educational organization, its subsidiaries and any other affiliated entity shown to be an additional insured.

Trustees, members of board, directors and officers, acting in scope of duties for the school.

Employees, student teachers, substitute teachers employed by the insured, teaching assistants and work grant students.

Employed psychologists and counselors for professional liability while acting in the scope of duties for the educational institution.

Employees hired to provide healthcare services are covered individually as insureds for providing or failing to provide professional healthcare services (except for physician, dentist, physician's assistant and nurse practitioner).

The educational entity as a result of bodily injury or property damage resulting from professional healthcare services of physician, dentist, nurse, athletic trainer, psychologist, counselor, or other allied healthcare personnel, employed or contracted by the school to perform work on the school's behalf.

Students in a supervised internship program (professional or otherwise) in satisfaction of course requirements, or while acting at the direction of the educational organization.

Employees, volunteers, PTO/PTA while acting under direct supervision of the educational entity and not insured elsewhere.

Representatives acting in the course of duty as an employee to an education association of which the educational organization insured is a member.

Nonprofit affiliated organizations that share common purpose with the educational institution can be included in coverage when named as additional insureds (such as foundations).

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Coverage Highlights

- Carrier separation of insureds' provision (severability).
- Liability associated with underage drinking if the school isn't in the business of manufacturing, selling, distributing or furnishing alcoholic beverages.
- Student or third-party injury suffered due to unintentional discrimination.
- Payment of defense costs on behalf of the institution on a current basis as billed, so that the institution doesn't have to advance defense costs and wait for reimbursement when the claim is finally resolved.
- Broad definition of "suit" and "claim" to encompass a wide variety of demands and settlement options, such as arbitrations and alternative dispute resolutions.
- Broad coverage territory including the U.S., Canada, Puerto Rico, and extends to worldwide when students are traveling for school trips.
- No exclusion for vicarious non-sexual physical or verbal abuse (for example, negligence related to bullying or physical altercation by a student to another student). We don't restrict this coverage then sell you a separate "coverage" form with additional restrictions and conditions.
- Coverage for corporal punishment provided by our educators general liability endorsement.

Types of Claims

- Wrongful eviction (e.g., from a student residence or faculty housing or office) when insured is landlord or lessor.
- Wrongful entry or invasion of right of private occupancy when insured is landlord or lessor.
- False arrest or imprisonment, arising out of an intervening school resource officer or security staff.
- Invasion of privacy, such as accidental release of student records to an unauthorized party.
- Personal and advertising injury extending to the insured's website, for example, publishing photos of students without permission.
- Incidental publishing, broadcasting or telecasting (for insureds not in the business of such).

Claims Scenarios

Scenario 1: Educators D&O	**Scenario 2:** Educators E&O	**Scenario 3:** Employment Practices Liability
What happened: A lawsuit was filed against an elite private school and its board, alleging a covert plan to expand the campus by buying units in a nearby condominium and other homes for offices/classrooms. Claims included fraud and breach of fiduciary duty. Counsel was retained to defend the school. **What followed:** Plaintiffs tried to block the sales, but the court allowed them to proceed at fair market value. The case was dismissed. **What could help:** Adopt risk management strategies and engage counsel/media relations to ensure future expansion plans are transparent and consider community impact.	**What happened:** A student in a PTA associate degree program at a private college sued the school, alleging wrongful dismissal and discrimination under the Civil Rights Act. Legal counsel was retained to defend the school. **What followed:** Plaintiff demanded a high five-figure settlement, tuition forgiveness, and reinstatement. The case settled at mediation for $25,000 plus tuition forgiveness. The school also changed the student's transcript grade from "F" to "W" (withdrawn). **What could help:** Ensure proper training and protocols regarding discrimination or harassment, whether it be of a sexual or non-sexual nature; adoption of a comprehensive written policy detailing requirements to obtain a degree; and establishment of an independent review board trained in dispute resolution to address all violations/infractions of the requirements.	**What happened:** A charter school special education teacher filed a complaint with the U.S. Department of Education's Office for Civil Rights (OCR), claiming she was reprimanded and terminated for advocating for students with disabilities. **What followed:** After investigation, OCR found insufficient evidence to support the teacher's claims. The school demonstrated that she had not raised any concerns about discrimination and was terminated for unlawfully restraining a student, violating school policy and state law. **What could help:** Schools should consistently follow OCR policies and best practices, maintain clear documentation of policies, communicate them to staff, and involve HR in grievances while keeping strong records for future reference.

Learn more.

Contact your agent today or visit us at **TheHartford.com/education**

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