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Report No. 06-08

Educators Professional Liability Insurance Program Provides Limited Benefits

at a glance

The Educators Professional Liability Insurance program was created to protect public school educators and administrators from liability for monetary damages and the cost of defense of their actions. The program may provide a sense of security to Florida's educators and does provide last resort protection when no other valid and collectible insurance exists. However, the program has paid few claims compared to the total claims filed against the policy and the premiums paid. Since Fiscal Year 2001-02, the program has paid three claims totaling \$50,375, while the state paid \$4,382,538 in premiums during the four fiscal years covering these claims.

Several factors limit the number and amount of claims paid by program. These include the relatively few professional liability claims that are filed; the state's sovereign immunity law, which limits individual employee liability; the school district insurance programs that pay most of the claims filed; and the restrictive state policy provisions that limit payment of potential claims. While multiple entities may share the cost to settle claims, we found no evidence that the state policy has made duplicate payment for claims paid by school boards.

Scope

Chapter [2005-70](#), *Laws of Florida*, directed OPPAGA to study the Educators Professional Liability Insurance Program. Our report addresses four questions.

- What benefits has the program provided to educators and administrators?
- What factors tend to limit claims paid under the program?

- Has the program made duplicate payment for claims also paid by school boards?
- Are there alternative methods of providing professional liability protection to educators and administrators?

Background

In 2001, the Legislature enacted the Florida Educators Professional Liability Insurance program.¹ The intent of the program is to protect public school educators and administrators from liability for monetary damages and the cost of defense of actions resulting from claims made against them arising out of occurrences in the course of activities in their professional capacity.

As required by law, the program provides professional liability insurance at no cost to all public school (K-12) teachers and instructional personnel.² Educators and administrators may be informed annually of the insurance policy through notices distributed by districts through interoffice

¹ Chapter [2001-46](#), *Laws of Florida*. Section [1012.74](#), *F.S.*

² Covered personnel are defined by s. [1012.01](#), *F.S.* Instructional personnel include classroom teachers, guidance counselors, physical and occupational therapists, media specialists, and paraprofessionals. While the law provides that part-time instructional personnel and administrators may opt to participate in the program by voluntarily paying a premium, legislative appropriations have paid the cost to insure all part-time instructional personnel and administrators. Department of Management Services administrators indicate that the opt-in provision was not implemented as it would be difficult to track such participants. Administrative personnel include superintendents, assistant and deputy superintendents, school principals, assistant principals, and others who perform management activities. Other types of school district personnel such as school board members, nurses, attorneys, certified public accountants, lower level managers, clerical staff, and service workers are not covered by the state insurance policy.

mail as well as during annual orientations provided by the school districts.

The program is administered by the Florida Department of Education. The department works with the Division of State Purchasing within the Department of Management Services to procure professional liability coverage from the private sector through a competitive process.³

During the program's first five years its legislative appropriation has remained relatively constant. As shown in Exhibit 1, the program was funded at \$1.2 million until Fiscal Year 2005-06, when its appropriation was increased to \$1.3 million. The Department of Education has requested \$1.4 million for the program in its 2006-07 legislative budget request. Differences between the program's annual appropriation and its annual policy premiums have reverted to general revenue.

Exhibit 1

Appropriations and Premium Costs for the Professional Liability Program Have Increased Slightly Since the Program's Inception in Fiscal Year 2001-02

Fiscal Year	State Appropriation	Insurance Premium
2001-02	\$1,200,000	\$1,022,865
2002-03	1,200,000	1,074,827
2003-04	1,200,000	1,137,538
2004-05	1,200,000	1,147,308
2005-06	1,330,000	1,217,964
Total	\$6,130,000	\$5,600,502

Source: GAA, Department of Management Services and Arthur J. Gallagher & Company records.

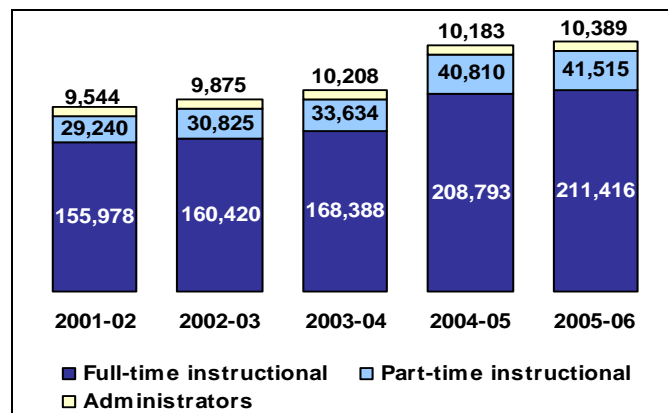
Since the program's inception, the number of covered educators has increased by 35% from 194,762 in 2001-02 to 263,320 in 2005-06. As shown in Exhibit 2, full-time instructional personnel compose about 80% of the covered personnel, while part-time instructional personnel and administrators have composed approximately 15% and 5%, respectively, of those insured under the program.

On average, the cost per covered individual (including part-time instructional personnel and administrators) has decreased by approximately 12%

over the five years since the program's inception. For instance, in the program's first year (Fiscal Year 2001-02), the state paid approximately \$5.25 per individual covered by the state policy. This unit cost decreased to \$4.63 in Fiscal Year 2005-06.

Exhibit 2

Full-Time Instructional Personnel Account for 80% of the Insured



Source: Department of Management Services records.

Findings

What benefits has the program provided to educators and administrators?

The Educators Professional Liability Insurance program was created to protect all public school educators and administrators from liability for monetary damages and legal costs if sued regarding their professional actions. While difficult to value, this security can be important to teachers and other educational professionals. However, to date the policy has paid few claims compared to the total number of claims filed against the policy and the premiums paid.

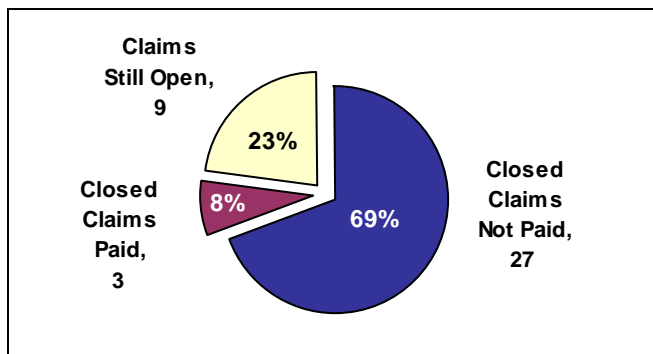
From the program's inception through June 2005, 39 claims have been filed against the professional liability policy (Appendix A provides detail on each of these claims). As shown in Exhibit 3, most of these claims (30, or 77%) have been closed. Furthermore, of these 30 closed claims, 27 (90%) experienced no losses. These claims were closed for a variety of reasons, including the fact that the matter was not pursued by the claimant (10 claims), the policy did not provide coverage to defend the insured during the course of a disciplinary action (5 claims), the school board was not covered by the policy and a formal claim was not filed against an employed educator (5 claims), coverage for the claim was

³ The Division of State Purchasing received only one responsive bid (i.e., from a vendor authorized and regulated by the Office of Insurance Regulation) in each of the past two invitations to bid solicitations (2001 and 2004). Since the program's inception, the state has contracted with Arthur J. Gallagher & Company (agent/broker) for a policy provided by the National Union Fire Insurance Company of Pittsburgh, PA (a company of American International Group, Inc.).

denied due to policy exclusions (4 claims), and the primary coverage provided by the employing school board resolved the claim (3 claims). Three claims have been paid as of November 30, 2005, while nine claims remain open. Documentation in the open claims indicates that most will likely be closed without losses.

Exhibit 3

Most (69%) Claims Against the State Liability Policy Have Been Closed With No Benefit to Educators or Administrators



Source: OPPAGA analysis of Department of Management Services and Arthur J. Gallagher & Company records.

As shown in Exhibit 4, the policy has paid \$50,375 to settle the three claims that have resulted in payments. In 2002-03, the program paid a claim of \$45,875 for a case involving two teachers accused of failing to protect a student from abuse and harassment from other students. This case was settled through mediation after the school board's investigation indicated that both teachers had willfully disregarded the safety of the student and the school board declined to defend the teachers. In this case, the state policy provided last resort protection for one of the teachers who had no other valid and collectible insurance.⁴ In a second case in Fiscal Year 2002-03, the program paid \$1,500 to reimburse a teacher for bail bond expenses after being arrested for allegedly physically abusing a student. In the remaining case, filed in Fiscal Year 2004-05, the program paid \$3,000 to reimburse multiple bail bond expenses of a teacher arrested for alleged inappropriate sexual conduct with a minor student.

Exhibit 4

As of November 30, 2005, Three Claims Have Reported Losses of \$50,375

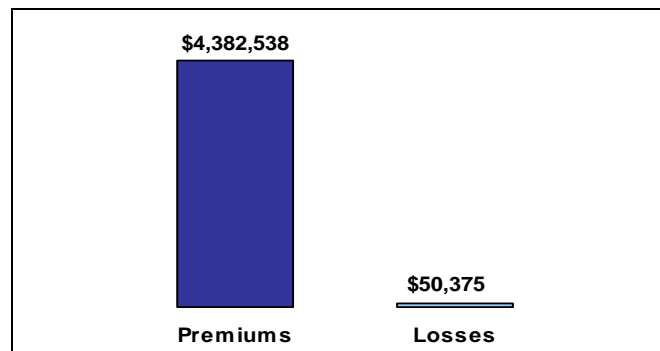
Description of Claim	Indemnity Loss	Legal Fees
Two teachers were accused of failing to protect a student who was being abused and harassed by other students. The first teacher was alleged to be in the classroom while the student was abused and the second teacher was in an adjoining classroom and allegedly witnessed the abuse but did nothing to stop it. The district school board declined to defend the teachers. As a result, the state's policy provided primary coverage to the teacher who had no other valid and collectible insurance.	\$12,500	\$33,375
A teacher was arrested and charged with aggravated child abuse. The teacher claimed he slipped in mud and fell on a student after apprehending the student for running away from class. The state's policy paid to reimburse the teacher for the bail bond premium.	1,500	0
A teacher was arrested for alleged inappropriate sexual conduct with a minor student in two counties. The state's policy paid to reimburse the teacher for multiple bail bond premiums.	3,000	0

Source: Department of Management Services records.

Thus, from the inception of the program through November 30, 2005, the policy has paid \$50,375 in claims.⁵ During the four fiscal years covering these claims, the state has paid a total of \$4,382,538 in premiums. Total claims paid to or on behalf of those insured constitute approximately 1% of the premiums paid; put another way premiums have been 87 times greater than claims paid, as shown in Exhibit 5. Total payments could increase slightly for this period as nine claims are still open.

Exhibit 5

Liability Premiums Paid Have Been 87 Times Greater Than Claims Paid Between 2001-02 and 2004-05



Source: Department of Management Services and Arthur J. Gallagher & Company records.

⁴ The second teacher accused of failing to protect the student was a member of the teachers' union and was provided primary coverage under the union liability insurance program.

⁵ This information is based on the most complete claims data available for policies in place for the following four fiscal years: 2001-02, 2002-03, 2003-04, and 2004-05.

What factors tend to limit claims paid under the program?

Several factors have tended to limit the number and amount of claims paid by the program. These include the relatively low number of educator professional liability claims that are filed each year, the state's sovereign immunity law which limits an individual employee's liability for such claims, primary coverage provided by school district insurance programs, and the restrictive provisions of the policy itself.

Relatively few educator professional liability claims are filed each year. In general, educator professional liability claims are not frequent, especially when compared to general liability (e.g., slip and fall) claims. For the period between July 1, 2001, and June 30, 2005, district school boards reported 333 professional liability claims totaling over \$5 million in losses. During the same period, district school boards reported over 12,800 general liability claims with losses totaling over \$28 million.⁶

Sovereign immunity imposes legal limitations and most claims are handled by district's own insurance programs. Florida's sovereign immunity law precludes a school district employee from being held personally liable in most tort situations, and makes the governmental entity exclusively responsible for injury or damage claims. As a result, school boards handle most professional liability claims through their own insurance programs.

Under sovereign immunity, school district employees cannot be held personally liable in tort or named as a party defendant in any action for injury or damage suffered as a result of any act in the scope of his or her employment, unless he or she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.⁷ The law also specifies that the governmental entity is the exclusive remedy for injury or damage claims, with the same exceptions for acts in bad faith or willful disregard. For this reason, school boards frequently pay damages and provide defense for any act, event, or omission of action in the scope of district personnel

employment for which they may be held legally liable.⁸

School boards provide their own professional and general liability protection against injury claims. Most districts acquire coverage through a risk management program administered by an education consortium (see Exhibit 6); these school boards are typically small and serve fewer than 15,000 students.⁹ Larger school districts tend to purchase their own insurance or be self-insured.

Exhibit 6

Most District School Boards Acquire Insurance Protection Through Risk Management Programs

Type of Risk Transfer	Professional Liability	General Liability
Risk Management Program	32	41
Purchase Insurance	29	17
Self-Insured	6	9
Total	67	67

Source: OPPAGA survey of district school boards.

The Educators Professional Liability Insurance policy provides last resort protection and excludes several types of claims and circumstances from coverage. The state program provides four types of coverages (A through D), which are outlined in the insuring agreements section of the policy. In general, the state policy only comes into play as last resort protection in excess of other insurance or when no other valid and collectible insurance exists.

The state policy's Category A coverage provides insured educators with excess insurance coverage that pays up to the policy limits of liability for damages and defense expenses that exceed all other available insurance coverage, including school district insurance as well as other professional liability insurance available to educators or administrators through trade associations or individually purchased policies (see Exhibit 7). Category B provides primary liability coverage for

⁸ Section 1001.42(10)(k), *F.S.*, requires that district school boards provide adequate protection against any loss resulting from liability for which the district school board or its officers, agents, or employees may be responsible under law. School district risk managers said educators and administrators would be protected under the school boards' risk management programs for alleged violations of civil rights under Title 42 *U. S. Code* Section 1983, which provides any individual shall be liable to the party injured for deprivation of any rights, privileges, or immunities secured by the Constitution.

⁹ Section 1001.42(10)(k), *F.S.*, provides that in fulfilling its responsibility to provide adequate liability protection, the district school board may purchase insurance, be self-insured, enter into risk management programs managed by district school boards, school-related associations, or insurance companies or have any combination thereof.

⁶ Complete professional liability and general liability claims history was not available for member districts in the Florida School Boards Insurance Trust consortium for 2001-02 and 2002-03.

⁷ Section 768.28(9)(a), *F.S.*

damages and defense expenses up to the policy limits when no other valid and collectible insurance is available. Category C provides reimbursement for bail bond premiums required in connection with a claim involving professional activities, up to \$2,000 per bail bond per insured. Finally, the policy's category D coverage provides reimbursement for personal property damage resulting from an assault on the educator while performing professional activities, if the amount is in excess of other collectible school district or homeowner's insurance.

Exhibit 7 The State's Professional Liability Insurance Policy Provides Four Categories of Coverage

Coverage	Explanation	Limits
A	Provides excess liability coverage for damages and defense costs that are in excess of any other valid and collectible insurance.	\$2 million per insured per wrongful act and \$3 million aggregate per wrongful act
B	Provides primary liability coverage and may pay all damages and defense costs for the insured for a covered act up to the limits of the state's policy when no other valid and collectible insurance exists.	\$2 million per insured per wrongful act and \$3 million aggregate per wrongful act
C	Provides for bail bond premium reimbursements.	\$2,000 per bail bond per insured
D	Provides reimbursement for assault-related personal property damage in excess of other valid and collectible insurance.	\$500 per claim per insured

Source: The state's insurance policy.

In addition, the state policy is further limited by numerous exclusions. The policy describes 25 claim types or circumstances that are excluded from coverage. For instance, the policy specifically excludes claims

- alleging or arising out of any dishonest, fraudulent, criminal, or malicious acts, other than corporal punishment;
- alleging or arising out of any wrongful act whereby an insured intentionally causes damage of any nature to another person or entity other than corporal punishment; and
- alleging or arising out of any sexual molestation or harassment, established by final adjudication, admission of such insured or otherwise in fact or to which an insured pleads no contest.¹⁰

¹⁰ Bail bond premium reimbursement occurs under the state's policy regardless of adjudication of guilt.

Due to these exclusions, the program provides less coverage than the educator professional liability coverage provided by the teacher's union and trade association insurance programs. For instance, the coverage offered by the Florida Education Association provides reimbursement for attorney fees and other legal costs up to \$35,000 when a member is charged with violating a criminal statute in the course of his or her employment and the member is exonerated from these charges. Similarly, the Professional Educators Network of Florida, a trade association, provides its members up to \$10,000 in attorney fees to defend against criminal charges arising out of professional activities, win or lose.¹¹

Has the program made duplicate payment for claims also paid by school boards?

We found no evidence that the state policy has made duplicate payment for claims that also were paid by school board programs.

Depending on the allegation and available coverage, the state's policy may become one of several policies that contribute to the total payment made to settle a particular claim.¹² When a claim is filed, the school board and applicable insurance carriers each determine whether the act is covered under their policy terms, and communicate that result to the insured and to other insurance claims adjusters. If multiple liability policies are available, the insurance carriers may share in the cost of settling the claim, including defense costs and damage losses. The amount contributed by each carrier can vary based on several factors such as the proportional insurance limits, acknowledgement of responsibility by each carrier, and the terms of each policy.

For instance, in the 2002-03 claim paid by the program involving two teachers, one teacher was a member of a teachers' union that provided coverage, while the other teacher was not a union member. As a result, the state program provided primary insurance to the teacher without union coverage. The case was resolved with a \$125,000 global settlement under which the state policy paid \$12,500 in damages on behalf of the first teacher while the union policy paid

¹¹ We were not able to examine the teachers' union policy documents but obtained general information about its coverage from the union website.

¹² In the event of a claim, it is required that notice of circumstance be given to the district school board and the insurance carriers. Typically, upon notice of a claim, an investigation of the claim will be made to determine if coverage is available and, for the state's policy, which coverage applies in relation to any other valid and collectible insurance.

\$40,000 on behalf of the second teacher. The district policy paid \$72,500 on behalf of the school board and both teachers with the amount paid on behalf of the teachers (\$32,500) intended to be reimbursed by the union's policy and the state's policy through subrogation.

Similarly, the loss associated with the 2002-03 bail bond premium reimbursement case was shared by the teacher's union's insurance carrier and the state program. In this case the union's insurance carrier paid the first \$1,000 of a \$2,500 bail bond premium and the remaining \$1,500 was paid by the state's insurance carrier.

In cases in which the same insurance carrier provides coverage for both the district school board and the state, the state's policy specifies that it will pay its share of the loss based on the percentage that the state policy's limit of liability bears to the total limits of liability for all insurance available to pay the loss. Currently, one of the nine open claims may fall into this category if losses are incurred and covered.

Thus, while multiple entities may share the cost to settle claims, we found no evidence that the policy has made duplicate payment for a claim paid by a school board. Furthermore, given the documentation required during the claim settlement process, particularly in the event of a lawsuit, the risk of duplicate payment of a claim is small.

Are there alternative methods of providing professional liability protection to educators and administrators?

The state policy provides last resort protection to educators when no other valid and collectible insurance exists and may provide educators and administrators with a sense of security against financial loss. However, the premiums paid to date have greatly exceeded claims paid, due in part to the relatively low number of professional liability claims filed, sovereign immunity law, coverage provided by school board insurance, and the restrictive provisions of the state policy.

There are four options described below that the Legislature could consider for the program.

- Continue the current program, which provides some measure of protection to Florida's public school educators and administrators, but is relatively expensive considering the premiums and claims paid.
- Direct the Department of Education to purchase broader insurance coverage with fewer exclusions. This option would provide increased protection to Florida public school educators and administrators but could shift some of the cost of claims from school districts to the state, and a more inclusive policy would likely increase state premium costs.
- Establish a self-insurance program in which the state would set aside funds and define the circumstances in which those funds would be used to cover educators and administrators. This program could be designed to cover additional circumstances that are currently excluded by the state's policy at potentially less cost to the state. Program costs may be reduced because claims paid that meet the established criteria would likely be less than current program premium payments. Arkansas has such a program to protect its school employees from civil liability, attorney's fees, and legal defense costs.¹³
- Discontinue the Educators Professional Liability Insurance program. This would avoid the need to appropriate approximately \$1.4 million per year to fund the insurance premiums, but would reduce liability protection for public school educators and administrators. If the Legislature selects this option, it should consider funding additional insurance ("tail coverage") that would cover potential claims that occurred during the policy period but are filed after the policy's termination.

¹³ Arkansas Code [6-17-1113](#), School Worker Defense Program.

OPPAGA supports the Florida Legislature by providing evaluative research and objective analyses to promote government accountability and the efficient and effective use of public resources. This project was conducted in accordance with applicable evaluation standards. Copies of this report in print or alternate accessible format may be obtained by telephone (850/488-0021 or 800/531-2477), by FAX (850/487-3804), in person, or by mail (OPPAGA Report Production, Claude Pepper Building, Room 312, 111 W. Madison St., Tallahassee, FL 32399-1475). Cover photo by Mark Foley. *Florida Monitor*: www.oppaga.state.fl.us

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Appendix A

The Educators Professional Liability Insurance Program Received 39 Claims Between July 1, 2001, and June 30, 2005

Count	Policy Period	Insurance Carrier Description of Claim	Policy Response	Status	Indemnity Loss	Legal Fees
1	2001-02	Claimant's counsel requested reimbursement for legal fees and lost salary which resulted from defending a disciplinary action brought by the school.	Claim denied as the policy does not provide coverage to defend an insured during the course of a disciplinary action.	Closed	\$0	\$0
2	2001-02	Insured reports that the claimant suffered a fall and injury.	Entity coverage excluded and formal claim not filed against an employed educator.	Closed	0	0
3	2001-02	Claimant alleges insured provided false information to the school district which resulted in the hire of an employee who entered into an inappropriate sexual relationship with a student.	Entity coverage excluded and formal claim not filed against an employed educator.	Closed	0	0
4	2001-02	Claimant alleges wrongful program placement.	Potential claim closed as matter was not pursued.	Closed	0	0
5	2001-02	Claimant alleges disability discrimination.	Entity coverage excluded and formal claim not filed against an employed educator.	Closed	0	0
6	2002-03	Claimant alleges insured failed to provide plaintiff with access to a high quality education.	Entity coverage excluded and formal claim not filed against an employed educator.	Closed	0	0
7	2002-03	Claimant alleges two board members allegedly abused their power in an attempt to force the plaintiff to resign.	Entity coverage excluded and formal claim not filed against an employed educator.	Closed	0	0
8	2002-03	Claimant alleges the insured wrongfully expelled plaintiff from school.	Potential claim closed as matter was not pursued.	Closed	0	0
9	2002-03	Claimant alleges that a high school coach acted in an unprofessional manner.	Claim resolved by primary coverage.	Closed	0	0
10	2002-03	Plaintiff alleges wrongfully denied admission into the school.	Potential claim closed as matter was not pursued.	Closed	0	0
11	2002-03	Insured reports that the Commissioner of Education has brought an administrative complaint.	Claim resolved by primary coverage.	Closed	0	0
12	2002-03	School district received notice of impending litigation from counsel of claimant stating a student had been injured on school property. No other details given.	Potential claim closed as matter was not pursued.	Closed	\$0	\$0
13	2002-03	Claimant alleges education benefits were denied.	Claim resolved by primary coverage as claimant voluntarily dismissed their claims.	Closed	0	0
14	2002-03	Claimant alleges being sexually assaulted by a teacher.	Claim denied as wrongful act occurred prior to policy inception. Alleged criminal acts and sexual molestation exclusions also cited.	Closed	0	0
15	2002-03	Claimant alleges bodily injury resulting from having been put in a headlock by a teacher.	Potential claim closed as matter was not pursued.	Closed	0	0
16	2002-03	Claimant was allegedly paddled.	Potential claim closed as matter was not pursued.	Closed	0	0
17	2002-03	Insured seeking reimbursement of legal fees incurred in criminal case in which insured was accused of assaulting a student.	Claim denied as the policy does not provide reimbursement for criminal defense.	Closed	0	0
18	2002-03	Criminal bail bond reimbursement which should resolve with a \$100 payment upon receipt of appropriate documentation.	Coverage provided pursuant to policy provisions.	Closed	0	0
19	2003-04	Claimant alleges she was inappropriately touched by a teacher.	Potential claim closed as matter was not pursued.	Closed	0	0

Count	Policy Period	Insurance Carrier Description of Claim	Policy Response	Status	Indemnity Loss	Legal Fees
20	2003-04	Claimant alleges failure to supervise student resulted in her smoking marijuana with friends and her suspension when caught by the school.	Potential claim closed as matter was not pursued.	Closed	0	0
21	2003-04	Criminal bail bond reimbursement. However, teacher no longer works for the school district and left no contact information.	Potential claim closed as insured has not pursued reimbursement.	Closed	0	0
22	2003-04	Claim for coverage of vandalism to an insured's property.	Claim denied as the policy does not provide personal property coverage.	Closed	0	0
23	2003-04	Claim for coverage of vandalism to an insured's property.	Claim denied as the policy does not provide personal property coverage.	Closed	0	0
24	2003-04	Insured claims defense costs associated with assault charges before the professional practices review board.	Claim denied as the policy does not provide coverage to defend an insured during the course of a disciplinary action.	Closed	0	0
25	2004-05	Insured claims defense costs associated with professional practices review for allegedly failing to effectively monitor the class.	Claim denied as the policy does not provide coverage to defend an insured during the course of a disciplinary action.	Closed	\$0	\$0
26	2004-05	Insured claims defense costs associated with professional practices review.	Claim denied as the policy does not provide coverage to defend an insured during the course of a disciplinary action.	Closed	0	0
27	2004-05	Insured reports that the commissioner of education has brought an administrative complaint to suspend license.	Claim denied as the policy does not provide coverage to defend an insured during the course of a disciplinary action.	Closed	0	0
28	2002-03	Criminal bail bond reimbursement.	Coverage provided pursuant to policy provisions.	Closed	1,500	0 ¹
29	2002-03	Plaintiff alleges insured failed to act to protect plaintiff from student on student abuse.	Primary coverage provided as school board denied defending teacher. Matter settled during litigation.	Closed	12,500	33,375 ¹
30	2004-05	Criminal bail bond reimbursement.	Coverage provided pursuant to policy provisions.	Closed	3,000	0 ¹
31	2003-04	Claimant alleges to have been verbally and physically abused.	Primary coverage for educator provided by school. Carrier is providing excess coverage.	Open	0	0
32	2003-04	Teacher washed plaintiff's mouth with detergent.	Splitting cost with district's AIG policy pursuant to other insurance provisions.	Open	0	0
33	2004-05	Claimant alleges insured placed a fake gun to the head of the plaintiff to make a point, causing emotional distress.	Defense coverage for employed educator being provided by school. Carrier is providing excess coverage.	Open	0	0
34	2004-05	Claimant seeks order of protection against insured against alleged repeat dating or sexual violence.	Claim denied pursuant to exclusions pertaining to declaratory judgments, alleged criminal acts and sexual molestation.	Open	0	0
35	2004-05	Claimant alleges false imprisonment and slander.	Claim denied pursuant to exclusions for false imprisonment and slander.	Open	0	0
36	2004-05	Claimant alleges teacher's affair with her husband resulted in the break-up of her marriage.	Claim denied as wrongful acts do not arise from professional services.	Open	0	0
37	2004-05	Claimant filed lawsuit alleging sexual assault by a teacher.	Primary coverage provided as school board denied defending teacher.	Open	0	0
38	2004-05	Bail bond reimbursement claim.	Coverage provided pursuant to policy provisions.	Open	0	0
39	2004-05	Claimant alleges bodily injury resulted from a fight with another student.	Potential claim which is still being monitored.	Open	0	0

¹ Shaded area denotes closed claims paid.

Source: American International Group, Inc., and Department of Management Services records.