

# THETA CHI FRATERNITY

## INSURANCE AND CLAIM MANUAL

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**EFFECTIVE FOR THE ANNUAL TERM:**  
**2018/2019**

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# INTRODUCTION

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The purpose of this manual is to give you an understanding of insurance coverages and information to properly report all actual and potential liability and property claims with which you may become involved. The final responsibility for the success of the insurance program rests with our Fraternity and chapters. It is always important to remember our first line of defense in liability matters is loss prevention, next is loss control, and the insurance contract is the final line of defense. The collegiate and alumni members' willingness to understand and assume the responsibility of sound risk management practices is a corner stone of our program.

In the event an incident or claim does arise, the Theta Chi Fraternity Administrative Office and Creative Risk Solutions (CRS) will oversee the effective handling of incident and claim investigation that arises during the policy year. Included within this manual you will find an incident reporting form that must be completed and submitted at the time of any incident that results in bodily injury or property damage.

Holmes Murphy strives to provide risk management resources to complement the loss prevention and control efforts of its clients. Please visit [www.holmesmurphyfraternal.com](http://www.holmesmurphyfraternal.com) to review the Holmes Murphy web site. You will find many risk management resources that can assist you in your daily fraternal lives as well as information on your insurance protection, as well as online forms for; purchasing property coverage, liability and property claim reporting and making requests for additional insured protection.

# THETA CHI FRATERNITY

## THE GENERAL LIABILITY INSURANCE PROGRAM

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The following description is a summary only and is not intended to serve as a substitute for the actual insurance contract.

Theta Chi Fraternity insurance program provides Blanket Public General Liability Coverage with the following carrier, policy period and limits of coverage.

Primary Insurer:	Landmark American Insurance Company
Policy Period:	October 1, 2018 to October 1, 2019
<b><u>Insured Group</u></b>	<b><u>Limits of Coverage</u></b>

Collegiate chapters, alumni associations, house corporations and all other insured affiliate organizations of the Fraternity	\$250,000 per occurrence \$500,000 Aggregate per location
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(Types of coverage are included at the end of this section).

Note: Cost of legal defense continues to be paid for policy insureds involved in litigation even after erosion of the per occurrence limit shown above. Cost of legal defense is unlimited. Individual policy insureds (e.g. chapter advisers or house corporation officers) who are named in litigation due to no fault of their own are customarily dismissed quickly from litigation. In the unusual case where the individual insured would not be dismissed, the fraternity insurance policy continues to pay their defense until their dismissal or settlement of the case.

The coverage is for bodily injury, property damage and personal injury. This protects the local collegiate chapter, its officers and members house corporations, alumni associations and chapter related educational foundations including appointed volunteers, from claims arising out of bodily injury and property damage occurring out of chapter operations. It also protects against claims arising out of libel, slander, false arrest, invasion of privacy, eviction from the premises, and consumption of food and beverages and incidental malpractice.

It must be understood that our coverage is for general liability. **It is not accident insurance covering members and membership selection candidate for injuries sustained on the chapter premises and/or in chapter activities.** Liability insurance is not a substitute for medical insurance. Furthermore, it is not Workers' Compensation insurance which may be required for Fraternity employees.

### Theta Chi Fraternity Coverage includes:

#### 1. COMMERCIAL GENERAL LIABILITY

Covers liability arising out of Fraternity premises and operations.

#### 2. HIRED & NON-OWNED AUTOMOBILE LIABILITY COVERAGE

Applies to the situation when a chapter member, chapter employee or volunteer alumnus driving his own car on fraternity business is involved in an accident. Intended to only cover entities of Theta Chi Fraternity and individuals not involved in the accident. Intent is not to provide auto liability coverage to those who are not prudent enough to purchase their own auto liability policy or ensure the vehicle they are operating has ample coverage to protect their interest. The auto insurance of the driver or auto owner will be the primary insurance coverage.

**3. PRODUCTS/COMPLETED OPERATIONS LIABILITY**

Covers preparation and consumption of food and beverages.

**4. PERSONAL INJURY & ADVERTISING INJURY**

Covers libel, slander, defamation of character, false arrest, detention, malicious prosecution, wrongful entry or eviction, invasion of privacy.

**5. CONTRACTUAL LIABILITY COVERAGE**

Effective 10-1-2017, the contractual liability protection provided under the Theta Chi insurance program, limits contractual liability protection to the vicarious liability of any third party with whom a Theta Chi entity executes a contract. Any liabilities assumed for the actions of a third party that would not exist in the absence of the contract, will not be indemnified by the insurance program and are now self-insured by the Theta Chi entity who executed the agreement. All in place contracts between a Theta Chi entity and any third parties should be reviewed immediately. The insurance coverage provides the opportunity to purchase additional coverage to potentially insure your responsibility for a third party's negligence that cannot be eliminated via contract negotiations. Please provide any contract of concern to [jgilmore@holmesmurphy.com](mailto:jgilmore@holmesmurphy.com). A phone call to Holmes Murphy should also be made if 3 work days pass without a reply. No contract should ever be signed by any entity/chapter of Theta Chi Fraternity, without complete understanding of liabilities being assumed and insurance coverage, if any, that is provided. When any questions arise, please contact your chapter adviser or the International Headquarters of Theta Chi Fraternity.

**6. WATERCRAFT LIABILITY**

Covers hired and non-owned boats/watercraft providing it is less than 52 feet in length.

**7. INCIDENTAL MEDICAL MALPRACTICE**

Covers liability that arises against an insured chapter or an individual who provides emergency medical care for injuries on or off our premises.

**8. DAMAGE TO PREMISES YOU RENT**

This is not a substitute for property insurance. Damage To Premises You Rent Liability Coverage provides coverage for liability arising against your Fraternity out of fire damage to a non-owned premise rented for any time as well as other damage to a premise you rent for 7 or less days.

**9. WORLDWIDE COVERAGE**

Coverage worldwide for suits brought in the United States.

**10. HOST LIQUOR LIABILITY**

Provides coverage when providing alcoholic beverages at no charge to those of legal drinking age. If you are found to be in the practice of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, or if minors are involved, your coverage and protection is jeopardized.

**11. HAZING LIABILITY**

Hazing in any form is against the law. It is believed that Hazing does not happen as an isolated incident but instead results are due to a cultural condition of a collegiate chapter and its alumni members. The Theta Chi liability insurance program excludes insurance protection for all perpetrators of Hazing as well as the collegiate chapter of the involved members. Being a bystander is not acceptable, all members must do everything in their power to eradicate hazing or endanger their collegiate chapter of being uninsured should a hazing claim arise.

## Limits of Coverage

Insured Entity	Insurer	Bodily Injury & Property Damage Per Occurrence Limit	Policy Aggregate	Policy Aggregate Applies Per Location?
Collegiate chapters, alumni associations, house corporation and all affiliate organizations of the Fraternity	Landmark American Insurance Company	\$250,000	\$500,000	Yes

### Who is an insured?

The insurance coverage will pay claims for the following organizations and/or people:

- A. The local collegiate chapter that is chartered and recognized by the Fraternity **when it obeys the laws** of the institution, city, county, state and country in which it operates and the policies of Theta Chi Fraternity. Collegiate chapter officers, executive committee, committee chairman and members while performing the duties of elected or appointed positions within the organization and in compliance with Theta Chi policies.
- B. House corporations, householding corporations, chapter education foundations, house associations, alumni control boards, alumni advisory boards, alumni associations, alumni corporations, alumni chapters, board of advisers, board of governors, executive councils and parent clubs, but only while acting within the scope of their duties, in compliance with Risk Management policies and on behalf of Theta Chi Fraternity.
- C. Officers, Directors, Trustees, Partners, Coordinators, Custodians, Committee Members, Council Members, Volunteers, Housemothers, Resident Advisers, Faculty Advisers, Fraternity Members, Member Candidates (Pledges) and Employees but only while acting within the scope of their duties, in compliance with the Risk Management policies and on behalf of Theta Chi Fraternity.

### Who is not an insured?

- A. Any individual member, alumnus, trustee or adviser who is performing tasks outside of his responsibility (i.e. spontaneous social function planned by an individual member, chapter adviser consuming alcohol with collegians, hazing of members, etc.)
- B. Any members' illegal or intentional actions result in death or injury to an individual or property damage.
- C. Any insured(s) that participate, supervise or direct others to participate in the excluded acts of Assault and Battery. Sexual Abuse or Molestation, or Hazing. "Participate" means to take part in an excluded activity, whether as a direct perpetrator of the excluded activity or as an observer of such activity. "Participate" also means to have knowledge of the excluded activity and fail to aid or respond to the care of anyone injured as a result of the excluded activity.
- D. Members' parents or family members and guests of chapter members.
- E. College/University administration (see Adding Additional Insureds below).

## Adding Additional Insureds

Additional Insureds may be added to this policy. Such Additional Insureds may be your landlord, college, university and/or proprietor from whom the chapter may be renting property for a special event.

Please submit the Additional Insured Request Form found in the Appendix to: Theta Chi Fraternity Headquarters, PO Box 503 Carmel, IN 46082, Phone: 317-824-1881, or fax: 317-824-1908 at least (30) thirty days prior to the date it is needed.

Upon review and approval of the Additional Insured request by Theta Chi Fraternity and the insurance carrier, a certificate of insurance will be issued by Holmes Murphy, with the original forwarded to the Additional Insured and a copy to the International Headquarters.

*Proper function planning is critical to completing any Special Event in a safe manner!  
Please utilize the enclosed Special Event Checklist to assist with your event planning.*

## What Does Our Coverage Not Include?

- A. Any claim of bodily injury and/or property damage from an incident resulting when:
  1. An illegal act was performed.
  2. An intentional act was performed.
  3. A contract made by the chapter is broken.
  4. There is any discharge, release or escape of smoke, vapors, soot, fume, acids, toxic chemicals, etc. upon land, the atmosphere or any water course or body of water.
  5. An employee is hurt on the job. Workers' Compensation coverage must be purchased.
  
- B. Any claim of property damage to property owned by, rented by, used by, or cared for by the chapter. For example, the chapter rents a portable generator for an outdoor function, and while it is in the care, custody and control of the chapter, it is damaged and the lessor holds the chapter responsible and liable. No coverage is available under Theta Chi Fraternity liability insurance contract. The only exception would be a premise rented for 7 or less days in which the "Damage to Premises You Rent" limit would apply.

## Legal and Illegal Activity

Simply stated, no insurance policy in the world provides coverage for violations of the law. Theta Chi Fraternity insurance program is no exception to this rule. The key points to understand are:

- Compliance with federal, state, local and institutional (college or university) laws and regulations is required.
- Compliance with all regulations and policies of Theta Chi Fraternity is required.

Those individuals who choose to violate these rules may void the protection for themselves under Theta Chi Fraternity insurance program. Every effort has been made to avoid their actions from jeopardizing the other members, protected by Theta Chi Fraternity program. The following brief examples are intended to provide illustration and do not represent legal advice.

- A. With the broad awareness of its membership, the chapter serves alcohol to a minor in violation of the law at a chapter sponsored function. In the event of an injury, claim or lawsuit, those persons found to be in violation of the law and/or Theta Chi Fraternity policies (in this case the entire chapter) most likely would be without insurance protection. The other named insureds would be protected (i.e. International Fraternity, or volunteer alumni).

- B. A few members of a 65-man chapter cause injury to someone relating to a hazing incident. This activity was unauthorized and done secretly without the knowledge of the chapter, and strictly against chapter policy. In the event of an injury, claim or lawsuit, those persons (in this case, the few members) found to be in violation of the law and Theta Chi Fraternity would be without insurance protection. The chapter, its officers and other volunteers would be protected.

Great effort has been made to ensure coverage will be provided to those individuals and entities exposed to claims due to no fault of their own. The intent is to provide coverage for claims that arise from ordinary negligence. Chapters and chapter officers are protected from the unauthorized actions of individuals. Chapter advisers are protected from the unauthorized actions of their individual chapter members and the chapter, as are the chapter foundations and all other appointed alumni volunteers involved with the Fraternity.

All questions regarding insurance interpretation and coverage should be directed to:

Holmes Murphy  
13810 FNB Parkway, Suite 300  
Omaha, NE 68164

Jeannie Gilmore, Client Service Consultant  
Phone: 402-898-4198 or 800-736-4327 Ext 4198  
Fax: 800-328-0522  
Email: [jgilmoremchambers@holmesmurphy.com](mailto:jgilmoremchambers@holmesmurphy.com)

Rohnda Roehrs, VP Client Services  
Phone: 402-898-4185 or 800-736-4327 Ext.4185  
Fax: 800-328-0522  
Email: [rroehrs@holmesmurphy.com](mailto:rroehrs@holmesmurphy.com)

## SPECIAL EVENTS

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In general, Special Events sponsored by a chapter are covered under the general liability policy.

Poorly planned Special Events (e.g. social functions) are the usual cause of injury to our members and their guests. Proper planning is critical to the success of the event, avoiding injuries and controlling the costs of insurance protection.

We encourage volunteers to be engaged with the collegiate chapters in the proper planning of Special Events. A Special Event Checklist is included in the Appendix, if the form is utilized and all sections are addressed the guidance provided by the Checklist can do a great deal to help avoid an injury from occurring.

### Special Note:

Whenever chapters or members are transporting special event attendees, **personal vehicles should not be used.** Chapters should be encouraged to engage a licensed third-party transportation vendor who will provide professional drivers. The transportation company assumes liability during the ride and removes the responsibility and risk from Theta Chi Fraternity.



# SAFE TRANSPORTATION RECOMMENDATION FOR CHAPTER FUNCTIONS

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Liability exposure continues to be one the biggest challenges facing men's general fraternal organizations. In fact, the exposure threatens the continued existence of many organizations. Theta Chi Fraternity recognizes this and is attempting to provide the broadest general liability coverage available to us; however, we cannot do it without the support of the entire organization. It is important that sound risk management practices endorsed at the National level are implemented and strictly followed at the chapter level.

The safe use of automobiles is critical to the well-being of all Theta Chi members.

Effective immediately, we request each local chapter and/or colony implement a policy eliminating the use of:

1. Members' vehicles for transportation of members and guests from fraternity functions in programs such as the designated driver.
2. Leased or rented vehicles operated by members to transport members and guest from fraternity functions.

We understand that each of the above referenced precautions is done with the best intentions, however, for numerous reasons they have not produced the intended results. The only acceptable and safe alternative is using professional transportation services.

**Outlined below is one of many examples of how a good intention can turn into a tragedy:**

A local chapter of a national fraternity in Oregon held an off-premise social event. To provide a safe and fun environment, the chapter rented a 15-passenger van to transport members and guests to and from the location of the event. During one of the return trips, the sober member who was driving the van lost control and struck a telephone pole. The result was one passenger fatally injured and one seriously injured. Litigation soon followed and, ultimately, a substantial settlement was paid out on the claim.

From the description of the measures taken everything was done correctly. What went wrong?

- The driver of the vehicle was unfamiliar with the van. Think about the times you jumped into a friend or family member's vehicle and searched for the lights switch, the air conditioning controls or how to dim the lights.
- The driver was not a professional driver; while he might have been sober, his passengers were not. Dealing with the distraction of passengers can be difficult, even for professional drivers.
- The General Liability Hired and Non-Owned Auto Coverage afforded under the national fraternity's liability policy was immediately put into play due to the rental company and driver's insurance having insufficient limits to pay the entire amount of damages.

Because of situations such as this, we are requesting only professional drivers and transportation be utilized. This is just one example. Unfortunately, we could fill page after page with similar tragedies. We recommend the following requirements for any selected vendor employed to provide transportation to members and guest:

- Commercial Auto Insurance that provides coverage for transporting people and property for a
- Commercial Auto Insurance that provides, at a minimum, primary coverage of \$1,000,000 combined single limit for bodily injury and property damage.
- A professional driver who has a valid commercial vehicle operator's license in the state in which the driver is located.

The standards set forth should be addressed in a formal collegiate chapter business meeting. By working together to consistently meet these standards, we will be providing safe transportation that all previous measures had failed to accomplish and, together, we will be reducing the exposure to our brothers, chapters and the International Fraternity. This is an ultimate win-win situation we all want to achieve.

## LAWSUITS

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There will be occasions when lawsuits may be served on a member of your chapter. As there is only a limited time to answer a lawsuit, the following procedure applies:

- a. Treat any potential or actual claim or lawsuit as a high priority item and immediately notify International Headquarters by phone.
- b. Utilizing the enclosed incident reporting form, note all relevant information.
- c. Forward the suit or incident report via fax to COO, Theta Chi Fraternity International Headquarters, at 317-824-1908. If you do not have access to a fax machine, overnight the papers to Theta Chi Fraternity, 865 West Carmel Drive Suite 116, Carmel, IN 46032. It is very important the claim or lawsuit be sent immediately.

# GENERAL LIABILITY CLAIMS

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General Liability claims can be numerous and usually arise out of activities of a chapter which cause bodily injury, property damage or personal injury to an individual. They will more than likely involve damage or injury to someone other than an employee or an officer of the Fraternity.

While on the scene, if possible, get names, addresses and phone numbers of all parties involved, as well as any witnesses to the accident. Immediately complete the attached incident reporting form and submit.

## **What should be reported?**

Report bodily injury of anyone other than an employee and any property damage for which there is the possibility a claim may be made against Theta Chi Fraternity. Complete the enclosed incident reporting form which will provide the needed information regarding the claim. If you question whether to report a potential claim, **report it!**

It is imperative all losses or incidents be reported immediately to Theta Chi Fraternity (see phone numbers and address below). The COO of Theta Chi Fraternity is responsible for providing the initial report of the claim to Creative Risk Solutions (CRS). (See phone numbers and address below). Once the claim report is sent to CRS, you will likely be contacted directly by them or an insurance company representative to discuss the incident. If you are unable to obtain all necessary details when first notified of any incident, still report any known facts.

Success or failure of Theta Chi Fraternity insurance program and our ability to obtain reasonably priced insurance is contingent upon accurate and timely reporting. It is incumbent upon you as a member of Theta Chi Fraternity to report all known facts regarding bodily injury, property damage, or personal injury arising out of Theta Chi Fraternity activities in a timely manner.

## THETA CHI INCIDENT/CLAIM REPORTING

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Theta Chi Fraternity  
COO  
PO Box 503  
Carmel, IN 46082  
317-848-1856 (Phone)  
317-824-1908 (Fax)

Creative Risk Solutions  
PO Box 9207  
Des Moines, Iowa 50306

Linda Wright, Liability Manager  
Phone: 877-544-7843 Ext. 5977  
Email: [LWright@creativerisksolutions.com](mailto:LWright@creativerisksolutions.com)

Jody Wender, Liability Claims Specialist III  
Phone: 877-544-7843 Ext. 5938  
Email: [JWender@creativerisksolutions.com](mailto:JWender@creativerisksolutions.com)

# OTHER INSURANCE COVERAGE

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## Directors' & Officers' Liability Coverage

The International Insurance Program of Theta Chi offers Directors' and Officers' Coverage to all collegiate chapters, house corporations, alumni associations and chapter educational foundations. Directors' and Officers' Coverage protects all Directors, Officers, Volunteers and the Entity for claims arising out of the failure or negligence in carrying out your fiduciary duties of diligence, obedience and loyalty to the organization that you serve as a Director and/or Officer. Claims covered under a Directors' and Officers' Liability Contract are claims for financial injury and not bodily injury or property damage of a third party that are insured by the General Liability Coverage of the Fraternity. In addition, the Directors' and Officers' Liability Coverage of the Fraternity provides Employment Practices Liability Coverage that protects the collegiate chapter, house corporations, alumni associations and chapter educational foundations from claims arising out of allegations of Discrimination, Harassment or Wrongful Termination arising in an employer/employee relationship. These claims are not insured by the General Liability or Workers' Compensation Coverage of the chapter/alumni and volunteer corporations.

Overview of the coverage is as follows;

Insurance Carrier: RSUI Indemnity Company  
Policy Term: October 1, 2018 – October 1, 2021  
Limit of Coverage: \$ 5,000,000 per Occurrence  
\$ 5,000,000 Policy Aggregate  
Retention: \$ 5,000 Each and Every Loss for Affiliates

- **Please make certain to report any potential claim immediately as the D&O policy is a claims-made policy. Also, according to the provisions of the Directors & Officers Liability policy, defense cost incurred by the insured or settlements made without the prior written consent of the Insurer will NOT be covered under the policy. If defense counsel is hired by an insured without prior approval from the insurance carrier, there is no guarantee all charged fees will be paid as part of the claim.**
- Only one Retention/Deductible will need to be satisfied for a claim involving the International Fraternity and any collegiate chapter, house corporation, alumni association or chapter educational foundation.

## Crime Coverage

The Insurance Program of Theta Chi Fraternity provides coverage for embezzlement of monies by alumni and volunteer corporations, chapter educational foundations or collegiate chapter officers. To avoid the opportunity for embezzlement claims all chapters and alumni and volunteer corporations should be certain that all checks require signature of two parties and that the bank statements are balanced by someone other than the individual who has check writing authority.

Overview of the coverage is as follows;

Insurance Carrier: Fidelity & Deposit Company of Maryland  
Policy Term: October 1, 2017 to October 1, 2020  
Form A: Employee Dishonesty  
Form B: Forgery or Alteration  
Form F: Computer Fraud/Wire Transfer  
Form Z: Money Orders and Counterfeit Currency  
Limit of Coverage: \$20,000 per Occurrence  
Deductible: \$1,000 Each and Every Loss

## Member Accident Protection Program

The Fraternity's insurance program includes member accident protection as a benefit of membership. This covers *all U.S. collegiate members and pledges* of Theta Chi that meet the following criteria:

- In good standing with the Fraternity
- Membership has been reported to Theta Chi Administrative Office
- All pledge initiation, collegiate and risk management/insurance dues have been paid
- Currently enrolled at the college or university where your chapter is located.

If the accident occurs during summer or holiday break, you must have been enrolled during the prior school term and be enrolled for the next term.

This coverage is intended to complement health insurance you should already have through your parents or other arrangements and is not a substitute for primary health insurance. This is a supplemental ACCIDENT ONLY protection and does not provide any protection for medical costs arising out of a SICKNESS. The policy pays eligible medical expense that is not recoverable from any other insurance policy, service contract, or workers' compensation policy. This policy will reimburse deductibles and co-pays of health insurance programs.

An overview of the coverage is as follows:

Insurance Carrier:	Markel Insurance Company
Policy Term:	October 1, 2018 to October 1, 2019
Limits of Coverage:	\$100,000 Accidental Medical Expense and/or Dental Injury Accident Maximum \$5,000 Accidental Dismemberment and/or Accidental Death Benefit 52 Week Benefit Period

The Policy does not cover Loss nor provide benefits for:

- Expenses for treatment on or to the teeth, except for treatment resulting from injury to natural teeth;
- Eyeglasses, hearing aids, and examination for the prescription or fitting thereof;
- Suicide, attempted suicide or intentionally self-inflicted injury;
- Injury due to participation in a riot;
- Cosmetic surgery;
- Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
- Injury or sickness resulting from any declared or undeclared war;
- Injury or sickness while in the armed forces of any country;
- Injury or sickness covered by any worker's comp or occupational disease law;
- Treatment provided in a government Hospital unless the Insured is legally obligated to pay such charges;
- Infections except pyogenic or bacterial infections caused wholly by a covered injury or sickness;
- Claims occurring while parachuting or hang-gliding;
- Expenses covered by any other policy;
- Hernia in any form;
- Sickness or disease, in any form;
- Fighting, unless an innocent victim;
- Injuries due to intramural tackle football, hockey or rugby. All other intramural activities are covered;
- All intercollegiate sport participation including off-season conditioning.

# OPTIONAL INSURANCE COVERAGE

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## Chapter Property Insurance Program

If a chapter of Theta Chi Fraternity owns a physical plant or building, there is no coverage for damage to the building under the general liability policy for Theta Chi Fraternity. The Fraternal Property Management Association Insurance Program is voluntary and open for participation of any chapter of Theta Chi Fraternity. If your chapter wishes to be provided a coverage and premium proposal for the property program, please see the end of this section for details.

The property program provides all risk coverage insuring the building, contents, business income (loss of rents), extra expense, and boiler and machinery of property owned or leased by the local chapter or housing corporation. It must be understood, however, that this coverage does not insure the belongings of the individual members of the chapter. Each chapter member must ensure that their personal property is covered by other coverage.

## How does a chapter participate in the property program?

If your chapter is interested in receiving a coverage and premium proposal, please have an officer request a coverage and premium proposal from Holmes Murphy, 13810 FNB Parkway, Suite 300, Omaha, NE 68154, Attn: Cynde Glantz. She can also be reached via email or phone at [cglantz@holmesmurphy.com](mailto:cglantz@holmesmurphy.com) or 402-898-4191.

A copy of the application is included in the Appendix of this manual, which can be faxed to: 800-328-0522 or you can visit the website [www.holmesmurphyfraternal.com](http://www.holmesmurphyfraternal.com) and go to the FPMA Property Program button and fill out the Fraternity Property Management Association Automated Application.

## Workers' Compensation Coverage

The Insurance Program of Theta Chi does not provide Workers' Compensation Coverage for chapter employees. It is the duty of each house corporation to make certain they are familiar with their State laws and requirements to carry Workers' Compensation Coverage for employees of the chapter.

Each State provides a State Assigned Risk Pool that can insure the Workers' Compensation exposures of the chapter. The State Assigned Risk Pool can be accessed by contacting a local insurance agent or Holmes Murphy your insurance broker, to obtain coverage. It is important to note that in addition to payrolls paid to a chapter cook and housemother, subsidized housing provided to chapter members in exchange for service in a position (i.e. house manager, kitchen steward, chapter officer) is also considered payroll and if injured, the individual likely has the right to recover damages under the Workers' Compensation laws of your State. We will work with you to help you place this coverage only if we also place the property coverage for your location.

All questions can be directed to:

Jeannie Gilmore, Client Service Consultant  
Phone: 800-736-4327, ext. 4198  
Fax: 800-328-0522 or  
Email: [jgilmoremchambers@holmesmurphy.com](mailto:jgilmoremchambers@holmesmurphy.com)

# APPENDIX



THINKING AHEAD

## FRATERNAL PROPERTY MANAGEMENT ASSOCIATION PROPERTY INSURANCE APPLICATION

### PROPERTY INSURANCE INFORMATION

Property Owner:  Phone:

Owner Mailing Address:

Fraternity/Chapter Name:  University Affiliation:

Chapter Address:

Billing Contact:  Phone:

Billing Contact Address:

Billing Contact Title:  Email:

Mortgage/Loss Payee:  Loan:  Phone:

Address:

Inspection Contact:  Phone:

Inspection Contact Address:

Inspection Contact Email:

Year Property Built:  Number of Stories:

Number of Buildings at Location:

**\*\*\*Separate information for each building required**

Is property currently occupied?  Yes  No

If no, how long has it been vacant?

Property Condition:  Excellent  Above Average  Average  Below Average

Is this classified as a historic building?  Yes  No

### BUILDING CONSTRUCTION

Check the appropriate answer:

**Walls:**  Brick  Stone  Wood Frame  Other:

**Floors:**  Wood  Concrete

**Roof Structure:**  Wood  Concrete

**Roof Covering:**  Asphalt Shingles  Wood Shingles  Tile Shingles  
 Tar and Gravel (Flat Roof)  Other Please List:

**Basement Walls:**  Brick  Concrete



**If built prior to 1970, please provide when each of the following was updated (mm/yy):**

Electrical Wiring:	Heating:	Cooling:	
Plumbing:	Roof:		

**\*\* If unable to provide updates and the physical plant was built prior to 1970, please answer the questions in **Section 1** (If updates are provided, or if the physical plant was built after 1970, please skip to **Section 2** ) \*\***

**Section 1**

**ELECTRICAL WIRING**

Does the system use a fuse box with removable fuses or a circuit breaker box?

Removable Fuses                       Circuit Breaker Box

Is there an annual inspection of the system by an outside contractor?      Yes                       No

**HEATING, VENTILATION, AIR CONDITIONING**

Does the heating system appear to be original or an updated system?

Original                       Updated

Is there an annual inspection of the system by an outside contractor?      Yes                       No

**PLUMBING**

Are there any known leaks or problems with the plumbing system?      Yes                       No

Please check the box that best describes the plumbing system:

Plastic                       Copper                       Galvanized Steel

**ROOF**

Are there any known leaks?    Yes                       No

**Section 2**

**SMOKE ALARMS**

Battery                       Wired

Number of Smoke Alarms:       Number of Fire Extinguishers:

**SQUARE FOOTAGE**

What is the square footage including the basement?

**KITCHEN**

Is there a kitchen on the premise?    Yes                       No

    If yes, is there a metal Hood with an Ansul System?                                      Yes                       No

**BOILER**

Is there a boiler on the premise?    Yes                       No

**SPRINKLER SYSTEM**

Is the building sprinkled? Yes  No

If the building is sprinkled please answer the following questions:

What percent of the total area is covered?

Is the sprinkler system serviced ANNUALLY by an outside contractor?  
Yes  No

If yes, please provide:

Contractor Name:  Contractor Phone:

Contractor Address:

Last date of inspection:

**Coverage Information**

Expiration date of current policy:  Current Carrier:

Current Property Premium:

**Current Limits:**

Building Limit:  Replacement Cost

Contents Limit:  Replacement Cost

Loss of Rents Limit:  Annual Value

Other:

**\*\*\*Please Note: You are responsible to insure to value**

Any losses in the last five years? Yes  No

If yes, provide details on separate page

**APPLICATION WARRANTY AND INSTRUCTIONS**

I hereby warrant and confirm that the above information, to the best of my knowledge, is true and correct, and further certify that I have read all of the questions and answers of this application. I understand this application is a requirement for coverage and evidence of my acceptance of this insurance, and any falsification or misrepresentation will be deemed a breach of contract, voiding all insurance coverage. It is understood and agreed that the completion of this application shall not be binding either to the proposed insured or the company until accepted by the company or companies in writing from Holmes Murphy

Completed by:  Signature:

Title:  Date:

Address:

Email Address:  Phone:

## INCIDENT/CLAIM REPORTING FORM

When an incident arises at the chapter causing bodily injury or property damage to any person, the following information must be obtained immediately. This report is being prepared for submission to the Fraternity's General Counsel, so please be thorough. Do not withhold reporting an incident to obtain all required information. Because timeliness is of the essence, report it immediately and send a copy within **24 hours** to the National Headquarters. If the bodily injury is of a serious nature, **a telephone call** should also be made.

Chapter Name:  Phone:

Address:

Chapter President:

Chapter Advisor (CA):  CA Phone:

CA Address:

House Corp President (HC):  HC President Phone:

HC President Address:

Date of Incident:  Injured Party (IP):

IP Address:  IP Phone:

Witnesses & Phone numbers:

Did incident happen off premises? (Leased or Rented)  Yes  No

If yes, Owner's Name  Owner's Phone:

Owner's Address:

Police Investigation?  Yes  No

Name of Agency & Case:

Description of injury & where was injured party taken:

Description of what happened (What, when, where, how):

Form completed by:  Title:

Phone:  Email:

\*\*\*Please utilize the back side of this form if you should run short of room.

## SPECIAL EVENT CHECKLIST

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1. Who is planning the event?   
Organization:   
Name:   
Title:   
Email:   
Phone:
  
2. Name of event:
  
3. Location of event:  
 Chapter Property  
 Rented Facility  
 Other:
  
4. Beginning time of event:   AM  PM
  
5. Ending time of event:   AM  PM
  
6. Purpose of event:  
 Recruitment  
 Socialize  
 Philanthropy  
 Other:
  
7. Which best describes the event below? Check all that apply.  

<input type="checkbox"/> Dry event (no alcohol)	<input type="checkbox"/> Third Party Vendor at a location
<input type="checkbox"/> Member Event Only	<input type="checkbox"/> Guest list event
<input type="checkbox"/> Event with one fraternal organization	<input type="checkbox"/> New member event
<input type="checkbox"/> Fundraiser	<input type="checkbox"/> Sport
<input type="checkbox"/> BYOB	<input type="checkbox"/> Third Party Vendor at chapter facility
<input type="checkbox"/> Member and Date Event	<input type="checkbox"/> Parent Event
<input type="checkbox"/> Event with more than one fraternal organization	<input type="checkbox"/> Event with non-fraternal organization
<input type="checkbox"/> Philanthropy	<input type="checkbox"/> Recruitment
  
8. The activities below could be considered high risk events. Does the planned event contain any of the following?  

<input type="checkbox"/> Bring your own gun (trap/skeet shooting)	<input type="checkbox"/> Slip & Slides/Any other water feature
<input type="checkbox"/> Sky diving/ parasailing/bungee jumping	<input type="checkbox"/> "Warrior Dash" (creation of an obstacle course)/ "Color Run"/ "Zombie Run"
<input type="checkbox"/> Boxing tournament	<input type="checkbox"/> Contact sports
<input type="checkbox"/> Building of temporary structures	<input type="checkbox"/> Bonfires
<input type="checkbox"/> Pools	<input type="checkbox"/> Tug-o-war
<input type="checkbox"/> Mechanical Bulls	<input type="checkbox"/> Rock Climbing
<input type="checkbox"/> Bounce Houses/Inflatables	
<input type="checkbox"/> Other: <input type="text"/>	

9. Has any written contract or agreement been signed for any part of this event?  Y  N  
If yes, please provide copy of contract/agreement.

10. Have contracts been signed with all Third Party Vendors? Provide Company and Contact Person(s)

- Food caterer:
- Security guards:
- Bus/transportation company:
- Third party vendor:
- University facility:
- Hotel venue:
- Sports field:
- DJ:
- Band:
- Artist:
- Restroom and Waste Management:
- Other:

---

## HOW WILL ALCOHOL GET TO THE EVENT?

FIPG Guidelines allow chapters to host events with alcohol in one of two ways:

**BYOB [Bring Your Own Beverage]**

Everyone brings their own alcohol, including members, associate/new members, guests, and alumni. Use the BYOB worksheet to help plan your BYOB event.  
[Event Planning Guide; pg. 6-7]

**Third-Party Vendor**

Contract with a licensed establishment or caterer to provide a cash bar and/or a licensed location to host your event. Use the Third-Party Vendor worksheet to help plan your Third-Party Vendor event.  
[Event Planning Guide; pg. 8-9]

**Dry Event**

***\*\*See Event Planning Guide Link on Page 22\*\****

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## ADDITIONAL INSURED REQUEST FORM

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If you are part of an inter/national fraternity insurance program, review of event procedures and approval of your headquarters office is required. Holmes Murphy Fraternal Practice will provide information and request approval on your behalf. In all cases, issuance of additional insured protection is at the full discretion of the underwriter. Submission of a request does not automatically grant the requested additional insured protection.

Please note that if this request is in regard to an event, we ask you complete the Event Details Checklist found on our website and return it with this form.

<http://www.holmesmurphy.com/fraternal/wp-content/uploads/sites/2/2016/11/Event-Planning-Guide-2017-Final-MCC.pdf>

### *Your Information*

Fraternity Name\*

Chapter Name\*

Your Name

Your Title\*

Your Email\*

Is this for:

Special Event

Term Policy

If for a special event, what is the event?\*

Date of the Event (If full policy term, use today's date)\*

Venue of the Event

Number of Participants

*Additional Insured Information*

Name of Additional Insured\*

Address\*

Street Address

City

State/Province/Region

ZIP

Phone\*

Email\*

If required wording is needed, please state:

\*REQUIRED FIELDS

Please remember to attach all contracts/agreements for the event

## ATHLETIC EVENT PARTICIPATION WAIVER

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I, , a registered participant in an activity sponsored by  Chapter of  Fraternity to be held on , understand and agree that I am participating in this event on my own free will and accord and that neither  Chapter, nor  Fraternity, nor its insurer(s) will share in or accept responsibility for any liability for bodily injury, property damage, medical expense or other loss that may arise from my participation in this event.

I further understand and agree, and have no expectation that  Chapter, or  Fraternity will provide any form of security or other measure of safeguarding for this event, as there is no reasonable expectation that such will be necessary.

I further understand and agree that this event is considered a "no-fault" event by me, as well as  Chapter, and  Fraternity and in the event of bodily injury, property damage, necessity of medical expenses or other loss, I agree to incur my own expenses without input or participation from  Chapter, or  Fraternity, or its insurer(s).

Guest/Participant:  Chapter Representative:   
Witness:  Witness:   
Date:  Date:

***This form should be only used for athletic events and completed for all participants.  
Chapters should keep the waiver forms for possible liability issues and record keeping purposes.***



## DEFINITIONS

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**Certificate of Liability Insurance:** This is a certificate issued by the insurance company detailing the particulars of the insurance coverage in place for all chapters and regions under the general liability policy. This certificate may be used to document the existence of coverages for chapters and regions. This document is not sufficient when a third party requests a certificate where they are named as an additional insured.

**Certificate of Liability Insurance for an Additional Insured:** This is a certificate issued by the insurance company detailing the particulars of the insurance coverage in place for all chapters and regions under the general liability policy. This document specifically identifies a third party as being expressly covered under the general liability policy for a specified period of time (i.e. an additional insured). This form of insurance certificate is often requested by facilities where chapters or regions are planning to hold events.

**Special Event:** Events other than those where Fraternity business is the primary purpose of the meeting are considered Special Events. In general, all special events are covered under the general liability policy. However, there are specific events that have been deemed to be high risk. When these sorts of events are planned by chapters, approval from the National Headquarters must be sought 30 days prior to the event date (See special events section in the manual).

**General Liability Insurance:** Coverage that pertains, for the most part, to claims arising out of the insured's liability for injuries or damage caused by ownership of property, manufacturing operations, contracting operations, sale or distribution of products, and the operation of machinery, as well as professional services.

**Directors' & Officers' Liability Insurance:** Offers directors and officers protection from personal liability and financial loss arising out of wrongful acts committed or allegedly committed in their capacity as officers and/or directors.

**Aggregate Limit:** A limit in an insurance policy stipulating the most it will pay for all covered losses sustained during a specified period of time, usually one year. Aggregate limits are commonly included in liability policies and apply per chapter location.

**Occurrence:** An accident, including continuous or repeated exposure to substantially the same general, harmful conditions.

**Claim:** An incident where the injured party is making a demand for compensation under the terms of an insurance contract.

**Incident:** An occurrence involving bodily injury to a member or guest that does not result in a formal claim. All incidents must be reported when discovered due to possibility of them becoming a claim.

**Bodily Injury:** Injury to the body, sickness or disease sustained by a person, including death resulting from any of these at any time.

**Property Damage:** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur, at the time of the "occurrence" that caused it.

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