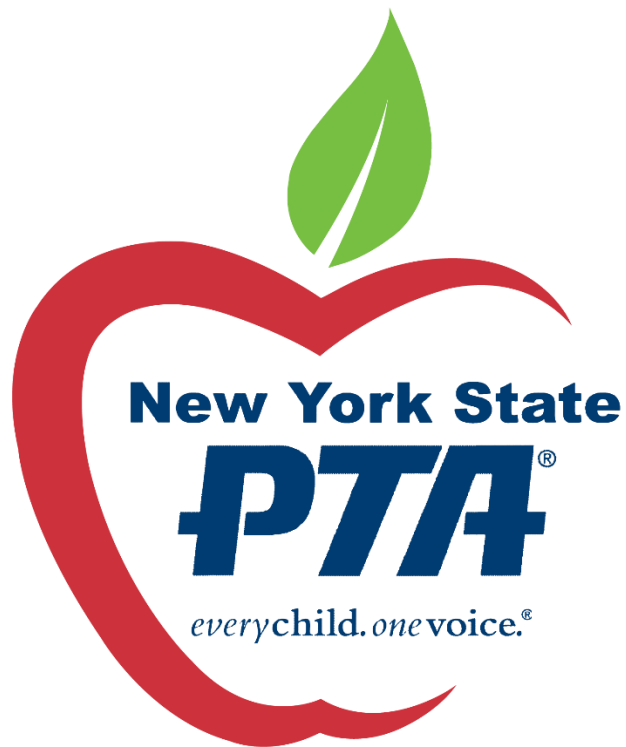




# INSURANCE GUIDE



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# Why Does My PTA Need Insurance?

The number one question that most PTAs face today is “Why does my Association need insurance?” That’s a great question and one that every PTA should ask itself. There are many misconceptions about insurance when it comes to PTAs. Did you know that, as an individual member or officer of your Association, you could be held personally liable for an accident that occurs at one of your events? Personal Liability means that your personal assets could be at risk if you were sued because of something that happened at one of your Association’s events. Are you willing to put your checking account, your savings account, possibly your 401k or other assets at risk for your Association?

Insurance not only protects your Association, but also protects you as an individual, especially when there is limited coverage through your homeowner’s insurance. This Insurance Guide will walk you through the risks that you are exposed to as a PTA, ways to reduce that liability, and how insurance policies can protect your PTA and its members.

## Common Misconceptions:

- PTAs are immune from liability because of their non-profit status
- The school’s insurance covers PTAs for all of their events.
- Liability protects the PTAs from all risks.

## General Liability Covers Everything: **FALSE**

“We have insurance.” That’s a statement that we hear as a Customer Service team every day. The problem with making that statement, however, is that it’s extremely broad. The truth is that most PTAs don’t know what coverage they have, nor do they know what risks those policies are protecting them from. When thinking about your personal insurance policies, you wouldn’t expect your Homeowners Insurance Policy to pay if you were in an automobile accident. Nor would you expect your Health Insurance Policy to pay if your home burned down. Each one of your personal insurance policies does something totally and distinctively different. The same thing is true concerning PTA Insurance policies. Officers Liability insurance doesn’t cover your Association against embezzlement, nor does your General Liability policy provide coverage if your Association’s fundraising t-shirts are stolen.

There are four different insurance policies offered to PTAs that have totally different objectives which we will cover in this guide.

### **1. General Liability with Extended Medical Payments (Included in NYS PTA Package)**

- Optional Extended Accident Medical Payments Endorsements
- Optional Media Liability Endorsements
- Hired & Non-Owned Auto (Included in NYS PTA Package)

### **2. Professional Liability (Directors & Officers Liability) (Included in NYS PTA Package)**

### **3. Fidelity Bond (Crime) (Included in NYS PTA Package)**

### **4. Inland Marine (Business Personal Property) (Optional)**

# General Liability

(Included in NYS PTA Package-\$2 million)

Let's face it, everyone involved in a PTA is volunteering for the same reason...the children. Even though you are putting your valuable time and numerous hours into making your Association the best that it can be, there are still certain risks that you are exposed to as a volunteer. While attending your fall carnival, a child could fall and get hurt. You may not see that as a risk that you should be concerned with, but what if the parents of that child do not have health insurance? The family will be looking for someone to help with those expenses. After all, it was at your event that their child was injured. In the event an incident leads to a lawsuit against your Association, as a volunteer named in a lawsuit, your personal assets could be at risk. The General Liability policy protects not only your Association but protects you as a member as well.

Always think about  
Liability in these terms:  
"It's YOUR fault that my  
child was injured at the  
PTA Carnival."

## Bodily Injury and Property Damage

Bodily Injury & Property Damage are covered in 2 parts under your General Liability policy:

1. **Liability** - \$2 million per occurrence and a \$2 million General Aggregate to cover damages for bodily injury or damage to property of others.
2. **Extended Medical Payments** – up to \$5,000 per person to cover medical expenses (outside a lawsuit).

The **Liability** portion will come into effect for lawsuits in which your PTA is being sued for bodily injury or property damage of others. Your PTA has up to \$2 million per occurrence per policy period to compensate for any judgments made against your PTA.

The **medical payments** portion will come into effect for minor medical injuries that are sustained by a volunteer of your Association, a board member, or a third party at one of your Association's sponsored events. This is by no means a health insurance policy. The medical payments clause of your liability policy will pay secondary to any personal health insurance that the injured party may have. Medical payments coverage helps protect your Association and its members by deterring a lawsuit, while helping the injured party cover out of pocket expenses they may incur in seeking treatment.

\*Note: Property borrowed for use in the scope of your organization's operations, is not included under General Liability. This would be covered under property coverage, see property section.

## Sponsored Events

To extend your General Liability policy to your Association, you must be hosting an event sponsored by your PTA. The requirements of a sponsored event are:

1. The event must be approved by your PTA
2. The event must be scheduled by your PTA
3. The event must be planned by your PTA
4. The majority of the manpower must be provided by your PTA's members

## AIM Playlist of Events

 **STOP:** This activity if potentially excluded from your policy. Contact AIM for more details

 **PAUSE:** Use Caution. Even though this event is potentially covered under your policy, this is a high risk event and you need to take extra precaution when hosting.

 **PLAY:** Covered Event

- |                                                                                                                             |                                                                                                                                                |                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  After School Programs                     |  Cow Bingo                                                    |  Open Houses                                                                                           |
|  Aircraft                                  |  Crossing Guards                                              |  Parasailing                                                                                           |
|  All Night Lock-Ins                        |  Drones                                                       |  Parent Education                                                                                      |
|  Animal Rides                              |  Dunk Tanks                                                   |  Pee Wee Golf                                                                                          |
|  Apple Bobbing                             |  Enrichment Programs                                          |  Performing Arts                                                                                       |
|  Archery                                   |  Face Painting                                                |  Petting Zoos                                                                                          |
|  Arts & Crafts Activities                  |  Family Portraits                                             |  Picnics                                                                                               |
|  Asbestos Exposure                         |  Fashion Shows                                                |  Pizza Night                                                                                           |
|  Athletic Leagues, Clinic, Camps           |  Fireworks                                                    |  Ring Toss                                                                                             |
|  ATVS                                      |  Fishing (from land)                                          |  Rock Climbing Walls                                                                                   |
|  Auctions                                  |  Food Sales                                                   |  Rocketry                                                                                              |
|  Babysitting at Meetings                   |  Fun Runs                                                     |  Science Fairs                                                                                         |
|  Bake or Food Sales                        |  Gift Wrapping                                                |  Scuba Diving                                                                                          |
|  Balloon Artists                         |  Golf Tournaments                                           |  Skating Rink (Roller & Ice)                                                                         |
|  Baseball Toss                           |  Grad Nights                                                |  Snow Skiing/Snow Boarding                                                                           |
|  Beautification Projects                 |  Haunted Houses                                             |  Sumo Wrestling                                                                                      |
|  Bike Rodeos                             |  Hayrides (Horse Drawn)                                     |  Swim Parties                                                                                        |
|  Book Fairs                              |  Hobby Shows                                                |  Talent Shows                                                                                        |
|  Bounce Houses                           |  Hot Air Balloons                                           |  Trailers (Detached or Non-Owned)                                                                    |
|  Bowling                                 |  Ice Cream Socials                                          |  Transportation                                                                                      |
|  Broom Hockey                            |  Inflatable Slides                                          |  Weapons - Sale or use including but not limited to guns, knives, swords, bows, axes and sling shots |
|  Bungee Jumping                          |  Line Dancing                                               |  Workers Compensation                                                                                |
|  Cake Walks                              |  Litter Cleanup                                             |  Workshops                                                                                           |
|  Candy/Wrapping Paper Sales              |  Magic Shows                                                |  Zip Lining                                                                                          |
|  Carnivals                               |  Mechanical/Motorized Rides                                 |                                                                                                                                                                                           |
|  Chartered Organizations (Scouting etc.) |  Moon Walks                                                 |                                                                                                                                                                                           |
|  Concession Stands                       |  Motorized boats, jet skis, motorized aqua cycles, airboats |                                                                                                                                                                                           |
|  Costume Parties                         |  One Day Athletic Events                                    |                                                                                                                                                                                           |

Note: If you do not see an event you are having on this list, please contact AIM at (800) 876-4044 or [aim@aim-companies.com](mailto:aim@aim-companies.com) to verify coverage. This list is not all inclusive and all events are subject to the limits and exclusions in the policy. Please contact us with any questions regarding your event.

## General Liability Exclusions

The following is a list of Specifically Excluded items under General Liability:

- Archery
- Automobiles & Vehicular Transportation of Any Type
- Asbestos Exposure
- Bungee Equipment or Bungee Jumping
- Athletic Activities- organized sports including (but not limited to) sport clubs, sports camps, municipality teams, school teams (public or private), sports leagues, college teams or professional teams
- Hot Air Balloons
- Lead Exposure
- Mechanical/Motorized Rides at Carnival
- Nuclear Exposure
- Parasailing
- Rocketry
- Scuba Diving
- Water skiing, snow skiing (including any use of skis to slide on snow), or snowboarding.
- Scouting
- Watercraft
- Weapons, including but not limited to guns, knives, Swords, Bows, Axes and Slip Shots/Catapults
- Workers Compensation Claims
- Zip Lining
- Communicable Diseases (including Coronavirus)\*\*

Walk-a-thons, fun runs, field days, donkey basketball and other one day events are covered, as they are not considered to have a regular practice and game schedule.

\*\*Communicable diseases are not covered by this policy, however someone could still attempt to hold your PTA liable. It is important that your PTA take precautions and follow local and state guidelines around disease prevention.

## Liability Waivers

We receive many calls from PTAs asking about “waivers” of liability. It is very important to be aware that **you can never sign your liability away** regardless of any document or waiver. A waiver will not hold up in court if your Association is found at fault for an injury occurring at one of your events. However, a waiver is a tool used to help deter the lawsuit mindset. By having all participants sign a waiver, you are helping to plant the seed that the participant is responsible for their own actions. While a waiver is not a requirement to extend coverage under the General Liability policy, it is a step in the right direction to help protect your Association against bodily injury lawsuits. There are two different waivers included within this Risk Management Guide. The first is the **Parent/Guardian Approval and Student Waiver**. This would be used anytime you need a person under the age of 18 to sign for a specific event. The other is a **Participant’s Waiver**. This would primarily be used anytime you want someone over the age of 18 to sign for a specific event. You will find both of these waivers listed on the pages to follow. Both of these documents are also available on our website at [www.aim-companies.com](http://www.aim-companies.com)

# Sample Parent/Guardian Approval and Student Waiver

\_\_\_\_\_ has my (our) permission to participate in  
Name of minor

\_\_\_\_\_ on \_\_\_\_\_  
Event or Activity Date

At \_\_\_\_\_  
Location

I (we), as parent(s) or guardian(s) of the minor, do hereby, for my (our) \_\_\_\_\_  
Son/Daughter

Myself, my (our) heirs, executors and administrators, remise, release and forever discharge

\_\_\_\_\_  
PTA Name

And the \_\_\_\_\_, and all \_\_\_\_\_ officers, employees and  
(State PTA Name) (PTA Name)  
agents of each of the foregoing, acting officially otherwise, from any and all claims, demands, actions or causes of  
action on account of referred. I hereby certify the minor is my (our) \_\_\_\_\_ and that his/her date  
Son/Daughter  
of birth is \_\_\_\_\_  
Date

And I (we) do hereby certify that to the best of my (our) knowledge and belief said minor is in good health. In case of illness or accident, permission is granted for emergency treatment to be administered. It is further understood that the undersigned will assume full responsibility for any such action, including payment of costs. I (we) hereby advise that the above named minor has had the following allergies, medicine reactions or unusual physical condition which should be made known to a treating physician. (If none, please write the word "none".)

\_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Address City Phone

2. \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Address City Phone

3. Alternate Adult Contact:

\_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Address City Phone

*All waivers, letters and agreements provided here are samples, meant to serve as a guideline, and may not reflect language specific to your use, or your state. We recommend consulting an attorney should you need to implement any contractual agreement, waiver or gifting letter.*

# Sample Participant's Waiver

In the consideration of the acceptance of my entry in the

\_\_\_\_\_ on \_\_\_\_\_  
(Event Title) (Date)

sponsored by \_\_\_\_\_ I, the undersigned participant, intending  
(PTA Name)

to be legally bound, do hereby for myself and heirs, executors, administrators, and assigns, forever waive, release and discharge any and all right, claims and actions for damages that I may have, or that may hereafter accrue to me against the \_\_\_\_\_, including all unit, council and district Associations and all of their  
(State PTA Name)  
officers, directors, members and volunteers.

I attest and verify that I am physically fit and able to participate in this event and acknowledge that I am aware of the inherent risks in participating in an athletic event of this type.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address City/State/Zip Phone

*All waivers, letters and agreements provided here are samples, meant to serve as a guideline, and may not reflect language specific to your use, or your state. We recommend consulting an attorney should you need to implement any contractual agreement, waiver or gifting letter.*

## **Additional Insureds**

Your School District or an event site may ask you to list them as an Additional Insured on your General Liability policy. We do not charge for these additions and will be happy to do this at your request. There are two forms you may send us:

The first form is an Additional Insured Request Form. Adding someone as an Additional Insured means you share your policy limits with them. For example, say you have a fun run at the city park and the park requires you to add them on as an Additional Insured. If the park gets sued because of something that happens at your event, your policy would provide defense for both your PTA and the park, and you would SHARE total limits under your GL policy.

The second form is an Additional Insured Request Form - Primary and Non-Contributory. Like the first Additional Insured Request Form you share your limits with someone else under your policy. But in addition to sharing your limits you are making the other party Primary and Non-Contributory, which means your limits are used to pay the other party's liability first. Then the remaining limit is available to your PTA.

In order to process this request, we ask that you provide us with the form on the following pages. It is required that you provide the following information within the form:

1. The date and location of the event
2. The start and end time of the event
3. The name and address of the Additional Insured.
4. Any specific wording required by the entity wishing to be added as an additional insured onto your policy.  
(subject to approval)

To make this a little easier, we have included the Additional Insured forms on the next two pages for you to fill out should you need to add an Additional Insured onto your policy. You can fill out this form and fax it to us at 214-360-0802 or you can fill out this form online as well at [www.aim-companies.com](http://www.aim-companies.com).

## **Contractors/Vendors**

There are times when your Association will agree to bring certain vendors or contractors in as entertainment. Your policy **does not insure such vendors**, but it does cover claims for attendees who get hurt from a vendor's services. Prior to bringing in a vendor or contractor, you should always ask for a copy of their Certificate of Insurance, and consider the following additional levels of protection for your PTA.

### **1. Certificate of Insurance**

- Confirm effective dates of coverage are current.
- Confirm the certificate names the vendor in question.
- Confirm General Liability coverage, and Auto Liability if they are providing transportation.

### **2. Additional Insured Endorsement (CG 2026 or its equivalent) - Vendor's policy adds the PTA**

This extends coverage to your PTA in the event you are held liable for losses caused by the vendor.

- The Endorsement to the vendors policy should name "(your PTA), including all officers, directors, members and volunteers."

### **3. Hold Harmless Agreement**

This agreement essentially states the vendor agrees to defend, reimburse, and hold the PTA harmless for losses incurred in connection with the vendor's operations. (Sample agreement pg. 13)



## General Liability Additional Insured Request Form

### PTA Information:

PTA Name: \_\_\_\_\_

Insured Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Requesting Board Members Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

### Additional Insured Information:

Name of Additional Insured: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Where to send Certificate (Email/Fax): \_\_\_\_\_ ☐ Same as above

Name/Description of Event: \_\_\_\_\_

Dates/Times of Event: \_\_\_\_\_

Additional Insured Wording (if applicable): \_\_\_\_\_

Insurable Interest of Additional Insured: (Check or List) School/District ☐ Use of Premises ☐

Grantor of Permit ☐ Teacher/Instructor ☐ Other \_\_\_\_\_

### Acknowledgements:

Please note, adding an Additional Insured means you agree to share the total limits of the policy.

Requesting Board Members Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed or Electronic Signatures are not accepted.

Please send to [aim@aim-companies.com](mailto:aim@aim-companies.com). Please allow 1-2 business days for processing.

Association Insurance Management, Inc.

PO Box 742946

Dallas, TX 75374-2946

Phone: 800-876-4044

Fax: 214-360-0802



## Primary & Noncontributory Additional Insured Request

General Liability Endorsement

### PTA Information:

PTA Name: \_\_\_\_\_

Insured Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Requesting Board Members Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

### Additional Insured Information:

Name of Additional Insured: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Where to send Certificate (Email/Fax): \_\_\_\_\_ ☐ Same as above

Name/Description of Event: \_\_\_\_\_

Dates/Times of Event: \_\_\_\_\_

Additional Insured Wording (if applicable): \_\_\_\_\_

Insurable Interest of Additional Insured: (Circle or List) School/District ☐ Use of Premises ☐

Grantor of Permit ☐ Teacher/Instructor ☐ Other \_\_\_\_\_

By submitting this form you are requesting that an Additional Insured be added to your policy on a primary and noncontributory basis. We want to make sure you are fully aware of how adding this language can change your coverage.

The word "primary" in "primary and noncontributory" means that the insurance policy to which this applies will be the primary or first policy to pay out in the event of a claim if there were to be more than one insurer for the same incident or claim. The word "noncontributory" means the insurance policy to which this applies will be the only policy available to pay the claim. This policy will not require any other policy available, to contribute to payment of the claim.

We want you to fully understand that when you add an additional insured on a primary and noncontributory basis, this could reduce policy limits available to your PTA (under your policy) and limit your ability to collect for damages from the Additional Insured. This could include damages involving negligence on the part of the Additional Insured.

Your signature below confirms you acknowledge and understand how adding this language could affect coverage under your policy.

### Acknowledgements:

Please note, adding an Additional Insured means you agree to share the total limits of the policy.

Requesting Board Members Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed or Electronic Signatures are not accepted.

Please send to [aim@aim-companies.com](mailto:aim@aim-companies.com). Please allow 1-2 business days for processing.

Association Insurance Management, Inc.  
PO Box 742946 Dallas, TX 75374-2946  
Phone: 800-876-4044 - Fax: 214-360-0802

# Sample Hold Harmless Agreement

(Name of the PTA)

(PTA Address)

(Name of the PTA)'s insurance does not cover vendors, concessionaires, or service providers. Consequently, all vendors, concessionaires or service providers are required to provide Evidence of Insurance to (Name of the PTA) unless annual Evidence of Insurance has been filed with the (Name of the PTA)'s Insurance Broker.

## HOLD HARMLESS AGREEMENT

For (Name of the PTA) Fund Raising Vendors, Concessionaires, or Service Providers.

### Insurance Requirements:

- a. Workers' Compensation Insurance. Required if you have employees engaged in the performance of work under the agreement.
- b. Comprehensive General Liability, Required \$1,000,000. Combined Single Limit.  
This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and include Bodily Injury, Property Damage, Personal Injury.
- c. Automobile Liability Insurance. Required only if you are providing transportation (e.g., limousine or bus service) at (Name of the PTA)'s event. \$5,000,000 limit required.

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and an endorsement to the policy MUST be submitted with your contract.

The above policies (b) and (c) MUST include (Name of PTA) as an Additional Insured with the following language:

*The (Name of the PTA), including all of their officers, directors, members and volunteers. The Insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to (Name of the PTA).*

I/WE \_\_\_\_\_ (vendor/concessionaire/service provider) agree(s) to defend and to indemnify and hold harmless, at my own cost, the (Name of the PTA) and all of their officers, directors, members and volunteers.

NOTE: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations on the premises located at:

\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Name of Entity: \_\_\_\_\_ Title: \_\_\_\_\_

Note: Failure of Vendor/Concessionaire/Service Provider to keep the required insurance policies in full force and effect during the work covered by this agreement shall constitute a breach of this agreement. In the event of a breach, (Name of the PTA) shall have the right but not the duty to procure insurance covering the vendor for the period of this agreement. The cost of this insurance will be deducted by the (Name of the PTA) from proceeds due to the Vendor/Concessionaire/Service Provider.

*All waivers, letters and agreements provided here are samples, meant to serve as a guideline, and may not reflect language specific to your use, or your state. We recommend consulting an attorney should you need to implement any contractual agreement, waiver or gifting letter.*

## **Host Liquor Liability**

Host Liquor Liability is NOT excluded under General Liability policies. Host Liquor Liability is defined as bodily injury or property damage arising out of the serving or distribution of alcoholic beverages by a party not engaged in this activity as a business enterprise. A liquor store or bar would be an example of a business enterprise serving or distributing liquor. The liability policies protect you when you host parties and events where alcohol is served. There is coverage whether you give the alcohol away or charge for it. No matter where the party is held, your liability insurance goes with you. The act of hiring a caterer to serve food and alcohol does not exclude your Host Liquor coverage. However, if you cater the event and the venue or caterer sells the alcohol, then they assume the liquor liability exposure. You should verify that they have liquor liability insurance by requesting proof of insurance.

Please refer to the NYS PTA Resource Guide found at <https://nyspta.org/home/pta-leaders/nys-pta-resource-guide/> for more information.

## **Proceed With Caution**



The following activities are those which **ARE** covered under your General Liability insurance policy, but we ask that you follow the outlined precautions to limit the risk of a claim.

1. **Baby Sitting** – Babysitting is something that you would provide during PTA meetings or sponsored events. We ask that you have two adult volunteers (18 years or older) in the room at all times. This dual rule is in force to protect against any molestation claims, to provide a second witness to rule out false claims, and to provide extra assistance in the case of an emergency. Paid babysitters are not covered under this policy.
2. **Athletic Events** – Your General Liability policy covers athletic events such as fun runs, field day, and donkey basketball as long as they are being run by your Association. Your General Liability policy does not cover athletic organizations which maintain a regular practice and competition schedule such as a football team or cheerleading squad. Your PTA insurance policy is only meant to cover those 1 or 2 day events that your Association runs...not the football team, the cheerleading squad, or the band.
3. **After School Programs** – Your General Liability policy covers your after-school programs. For the after-school program to be considered your program, your Association must both organize, and manage the program. If your Association participates in an after-school program that is organized and managed by the school, that program is not covered
4. **Bounce Houses/Inflatables**- Bounce Houses cause some of the most serious injuries of all the events we cover. Best Practices:
  - a. Always use an insured bounce house vendor. Never rent from an individual or uninsured source.
  - b. Supervise bounce house headcount and size groupings. Have adults actively monitor how many kids are inside at once, and consider separating younger and older children into two different bounce houses to reduce the risk of collisions.
  - c. Never secure the bounce house yourself. Anchoring and setup should be handled — and signed off on — by the vendor, not PTA volunteers.
  - d. Have a weather contingency in place. Know in advance how you'll move the bounce house indoors, into a gym or other large space, if conditions turn windy or lightning is in the area.

## **General Liability Deductible**

There is no deductible for a claim filed under this policy.

# Supplements to your General Liability Policy

(Optional under NYS PTA)

## Extended Medical Payments

(Optional Endorsement to General Liability)

If you have General Liability, why do you need Extended Medical Payments Limits? How is it different? If you read the General Liability section, you will remember that there is only a \$5,000 provision for the Medical Payments component of your General Liability policy. If you have a claim above \$5,000, the injured party could sue your Association for any amounts incurred.

The Medical Payments component provides additional coverage for out-of-pocket medical expenses and helps deter lawsuits. **This is by no means a replacement to your liability policy but a supplement, as the Medical Payments coverage does not provide protection in the event of a lawsuit.**

Help deter lawsuits by providing additional coverage for out-of-pocket medical expenses.

## Extended Medical Payment Limits

Extended Medical Payments coverage is available for purchase in the following Increased Limit Options:

1. \$10,000
2. \$25,000
3. \$50,000

## Hired & Non-Owned Auto (HNOA)

(Included in NYS PTA package)

Your policy is not intended to provide extensive auto coverage; however, it's not uncommon that risk for bodily injury or property damage is created by using an auto in connection with your event.

Hired and Non-Owned Auto Liability covers the following auto liability exposure at a limit of \$1,000,000:

1. **Hired Autos** - Autos you lease, hire, rent or borrow, NOT including those leased, hired, rented, or borrowed from your volunteers. (The intent is to cover liability caused by autos you hire, such as charter buses or rented vans.)
2. **Non-Owned Autos** - Autos not owned by the PTA that are used in connection with your business. This INCLUDES autos owned by your volunteers, operated by them- not leased, hired out, or loaned to the PTA. (The intent is to cover liability for damages caused by volunteer personal autos driven by them in the scope of your PTA business.)

\*Please note HNOA is liability coverage and does not include property damage to those autos listed here.

## **Media Liability**

### **(Optional Endorsement to General Liability)**

As a supplement to your General Liability policy, we also offer Media Liability Coverage. This coverage is designed to protect you from liability in the event you accidentally misuse or disclose information on your website or other social media site. This includes misuse of logo, copyright, pictures, confidential information and other misrepresentations or misappropriations.

### **Coverage Highlights**

Media Liability coverage provides coverage for innocent mistakes like these:

1. **Pictures- do you have permission?**
  - Invasion of privacy by posting a photograph that has not been released for use.
2. **Outside company logos- do you have occasion to include company logos for events?**
  - Infringement of copyright, trademark, or logo when you accidentally post something.
3. **Do you make public ANY information that could be considered confidential?**
  - You could be held liable for disclosing of confidential information.
4. **Could someone feel you misrepresented details of your event and hold you responsible?**

This list is not all inclusive. If you have a question about a specific situation and are inquiring if coverage is provided, please call AIM at 800-876-4044.

### **Media Liability Limits**

Media Liability is available for purchase in the following Limit Options:

1. \$25,000
2. \$50,000
3. \$75,000
4. \$100,000

## **Abusive Conduct Liability**

### **(Included in NYS PTA package)**

Abusive conduct is defined as physical, emotional, psychological, or sexual abuse. It does not include employment-related conduct which takes place *between* employees (or volunteers). Abusive conduct is available at a limit of \$1,000,000.

## **Terrorism Risk Insurance Act (TRIA)**

Under the Terrorism Risk Insurance Act, you have the right to purchase insurance coverage for losses resulting from Certified Acts of Terrorism (certified by the Secretary of the Treasury). However, AIM includes TRIA coverage automatically at no cost under the General Liability policy.

# Professional Liability (Directors & Officers Liability)

(Included in NYS PTA Package)

We've covered your events with the General Liability Policy and Medical Payments Coverage, your funds with the Bond Policy, your property with the Property Policy (optional), but what about the decisions that you make as a board? As with any business, you as an officer of your PTA can be sued for decisions that you make individually or as an Association. These decisions can include what type of fundraiser to have, where to hold an event, or any other managerial decisions. This policy is to protect the way you manage your Association and the decisions that are made by you and other board members.

Don't get sued for decisions you or the board have made.

## **Coverage Highlights**

The Officer's Liability policy provides \$1,000,000 to cover decisions you make as an officer. Other things that might fall under this coverage are:

1. Inappropriate use of Association funds
2. Wrongful acts, misleading statements, or negligent acts
3. Discrimination
4. Not following your by-laws
5. Misrepresentation

## **Professional Liability Exclusions**

There are certain exclusions within your Professional Liability policy. The following are specifically excluded items:

1. Criminal acts
2. Any knowingly wrongful act
3. Willful or reckless behavior
4. Dishonesty

The above lists are not all inclusive. If you have a question about a specific situation and are inquiring if coverage is provided, please call AIM at 800-876-4044.

## **Professional Liability Deductible**

There is no deductible for a claim filed under this policy.

# Fidelity Bond (Commercial Crime)

(Included in the NYS PTA Package)

A PTA should be run like a business. You have a budget to work within, deadlines to meet, and events to plan. The main concern in any business is finances. You may have many different officers with check signing capabilities or you may trust one of your volunteers to run to the bank to deposit fundraising money. Although there may be various safeguards set up to protect your funds, there is still a large risk of someone embezzling your money. The Bond (or Commercial Crime) policy is set up to protect your money, scrip, securities, and other cash equivalents against embezzlement, robbery, and theft.

## Embezzlement, Robbery and Theft

With the Fidelity Bond coverage, your funds are covered from embezzlement by anyone that you entrust with your Association's money.

Some of the people your Association might trust with your funds include:

1. Officers
2. Volunteers
3. Members

## Position Bond vs. Blanket Bond

There are two types of bonds out there...Position Bonds (single person) and Blanket Bonds (Association). Position Bonds usually cover only one person or one position within your Association. While this option may seem less expensive than a Blanket Bond, these Bonds only protect your Association if that particular person embezzles the money. For example, if your Association only bonds the Treasurer, you will find yourself in a difficult situation if the President embezzles the money. The policy that AIM offers is a Blanket Bond. Under a Blanket Bond, it is not necessary to name everyone covered by the bond, nor the position that they hold within your Association. In the event of a claim, we would ask if the person suspected of embezzlement was trusted with the money or if they stole funds belonging to your Association. Your funds are also covered for anyone that has check signing capabilities who fraudulently forges a second signature on outgoing checks.

## **The Two Biggest Obstacles Concerning Embezzlement:**

1. Understanding that trust can be broken under the right circumstances.
2. Thinking it won't happen to your PTA.

## Requirements and Conditions

In order for Fidelity Bond coverage to apply to your PTA, you must comply with the following requirements:

1. Your PTA must conduct an annual audit/review of the books by an audit/review committee or qualified accountant.
2. The monthly bank reconciliation must be reviewed and signed monthly by someone who does not have authorization to sign checks or withdraw, transfer or debit funds in any manner. This person should not be a relative or spouse of an individual who is a check signer or has access to debit funds in any manner. (Financial software does not qualify under this requirement.)

**Coverage may be voided if the above requirements are conditions are not followed.**

## **Safeguarding Your Funds**

While the Bond policy is available to protect your funds should they become embezzled or stolen, it is much easier to avoid the situation altogether. With the right safety practices, you can keep your hard-earned funds safe and avoid a disaster altogether.

### **Fidelity Bond Limits**

\$50,000 Included in NYS PTA Package

### **Police Reports are Required**

Whether you are talking about embezzlement, robbery, or theft, these are all very serious illegal crimes. In order to process a claim, you must notify the authorities in your area and furnish us with a police report naming the individual you suspect embezzled the funds. This may be the hardest part of any embezzlement claim, as the individual whom you suspect of the crime is probably someone very close to you and other members of the board.

### **Fidelity Bond Exclusions**

The Bond policy does not cover funds which disappear by mysterious or unexplained loss. This includes theft from unlocked or unattended vehicles without any signs of forced entry. Additionally, if the conditions noted above are not followed, your claim has the potential of being denied.

### **Fidelity Bond Deductible**

The deductible under this policy is \$250.

## **Top 10 Ways to Protect Your Funds Against Embezzlement**

1. Never take money belonging to the PTA home.
2. Deposit money into the bank daily, even if a project is on-going.
3. Two people should always count the money and sign the receipt verifying the amount.
4. Two signatures should be required on all checks.
5. Never sign a blank check or a check made out to "cash."
6. All bills should be paid by check, never cash.
7. AVOID Debit or Credit card use.
8. Conduct an annual audit/financial review of the books.
9. Have a non-signer physically receive, review and sign the bank statements monthly.
10. Purchase a Bond Policy and follow the requirements.

# Inland Marine (Business Personal Property)

(Optional)

Every PTA is worried about theft. Whether someone breaks into the Association's storage facility or someone steals merchandise from an event, the issue of theft raises concerns. Your Property policy is there to protect the personal property of your Association from such perils as theft or fire. One thing that most PTAs don't realize is that your Property policy can also **protect your fundraising merchandise, auction items, and raffle prizes.**

For example: Your Association conducts wrapping paper sales as a fundraiser and takes delivery of that merchandise on Friday. Until the children pick the merchandise up on Saturday, you agree to keep the wrapping paper in a portable storage building. What you don't realize is that the storage building has a leaky roof and a rainstorm is coming. Overnight, all of your wrapping paper is ruined, the children have come to pick up their wrapping paper for delivery, and your Treasurer says that your Association still owes the fundraising company for the wrapping paper. This policy is designed to protect you in a situation like this.

"We don't have a lot of property as a PTA, but we do have fundraisers and raffles. Can the Property Policy protect raffle items in our possession for a short time?"

**ABSOLUTELY!**

## Property Covered

Your Property policy covers personal property of your Association from perils such as fire, lightning, windstorm, theft, and vandalism. Personal property of PTAs are typically items including popcorn machines, school store supplies, cash registers, posters, coffee makers, and any other property that your Association uses on a regular basis. As mentioned above, fundraising merchandise is also covered for the same perils.

**\*Note: Property must be in your "Care, custody and control." This means it is not covered if you loan it out or allow someone outside your organization to care for it.**

## Gifting Money to The School

We all know that PTAs raise money to purchase items to give to the school. To decrease your liability, AIM recommends that the PTA not purchase any merchandise to give to the school directly. Instead, a better choice would be for the PTA to "gift" the money to the school and allow the school to purchase the items that your Association wishes to donate. We have included a sample gifting letter on the next page for you to use as a reference. While this is an acceptable form, we encourage you to put together your own gifting forms with your letterhead to use for your school.

Gift money directly to the school rather than purchasing the gift items yourself. See the following page for a sample gifting letter.

## Sample Financial Gifting Letter

Agreement between \_\_\_\_\_ and \_\_\_\_\_.  
(PTA Name) (School/School District)

The \_\_\_\_\_ is donating \$\_\_\_\_\_ to the \_\_\_\_\_.  
(PTA Name) (School/School District)

for the following purpose/purchase(s) of: \_\_\_\_\_. If this purchase is not  
made by \_\_\_\_\_, this amount will be returned to the \_\_\_\_\_.  
(Date) (PTA Name)

The \_\_\_\_\_ will be provided with a copy of the purchase order or requisition  
(PTA Name)  
and a copy of the paid invoice.

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
PTA President  
\_\_\_\_\_  
Principal/Administrator Date: \_\_\_\_\_

----- In the case of equipment purchase, also complete the following -----

The \_\_\_\_\_ is donating money for the purchase of the following: \_\_\_\_\_  
(PTA Name)

\_\_\_\_\_  
The/these item(s) will become the property of the school. It is to be used for the following purpose(s):  
\_\_\_\_\_

The \_\_\_\_\_ may use the item(s) under the following conditions: \_\_\_\_\_  
(PTA Name)

\_\_\_\_\_  
The school will be responsible for the maintenance of the item and for providing supplies. In case of loss  
or theft, the school will be responsible for replacement and agrees to replace the item with a like kind. The  
school will hold the \_\_\_\_\_ harmless for any claim arising out of ownership of the  
(PTA Name)  
use of the item(s).

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
PTA President  
\_\_\_\_\_  
Principal/Administrator Date: \_\_\_\_\_

\*\*The general \_\_\_\_\_ membership must provide for any expenditure through a budget  
(PTA Name)  
adoption/amendment and a specific vote at a general meeting. This agreement is void if not ratified by the  
general membership.

*All waivers, letters and agreements provided here are samples, meant to serve as a guideline, and may not reflect language specific  
to your use, or your state. We recommend consulting an attorney should you need to implement any contractual agreement, waiver  
or gifting letter.*

## Sample Property Gifting Letter

Agreement between \_\_\_\_\_ and \_\_\_\_\_.  
(PTA name) (School/District)

The \_\_\_\_\_ is donating the following property to \_\_\_\_\_.  
(PTA name) (School/District)

Description of Property:

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The property is to be used for the following purpose:

---

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The/these item(s) will become the property of the school or district. The school will be responsible for any required maintenance and costs associated, and agrees to hold the \_\_\_\_\_ (PTA) harmless for any claim arising from ownership or use.

We \_\_\_\_\_ (School/District) agree to defend and to indemnify and hold harmless, (Name of PTA), including all officers, directors, members and volunteers for any claim arising out of the ownership, or use of the item(s) listed above.

Signatures:

PTA President

Date

Principal / Administrator

Date

All waivers, letters and agreements provided here are samples, meant to serve as a guideline, and may not reflect language specific to your use, or your state. We recommend consulting an attorney should you need to implement any contractual agreement, waiver or gifting letter.

## **Gifting Property Directly to The School**

Although we recommend that PTAs donate money directly to the school instead of gifting property, we do recognize that many PTAs will donate property directly to the school. If this is the route your PTA chooses, we recommend getting the school to sign a gifting letter that includes a “Hold Harmless” clause for the property that is donated. The Hold Harmless clause states that the school will hold your PTA “harmless” for any maintenance of, or accidents in connection with, the donated property. We have included a sample Property Gifting Letter in this Risk Management Guide.

## **Inland Marine Exclusions**

There are certain exclusions within your Property policy. The following is a list of specifically excluded items:

1. Scrip/Gift Certificates – The theft of scrip is not covered. Scrip is covered under the Bond policy for embezzlement or theft.
2. Marquees – Many PTAs will conduct a fundraiser for a new sign or marquee which will go in front of the school. Once these signs are permanently grounded, they become real property and are usually covered under the school’s Property and Casualty policy.
3. Computer Labs – As with the marquees, once these computers are given to the school for use by the students, they become property of the school. These labs are not for everyday use by the PTA. A computer specifically dedicated for your Association’s use however, is covered.
4. Playground Equipment – This policy does not cover any playground equipment on school grounds. This property should be covered under the school’s property policy. **(Note: under many school insurance policies, items such as Marquees, Computers, and Playground Equipment must be gifted to the school in order to provide coverage)**
5. Other perils – This policy does not provide coverage for wear and tear, dishonest or criminal acts by a member of the PTA, or damaged property prior to your policy start date.

The above list is not all inclusive. If you have a specific question about coverage and if coverage is provided, please call AIM at 800-876-4044.

## **Inland Marine Deductible**

There is a \$250 deductible for a claim filed under this policy.

## **Terrorism Risk Insurance Act (TRIA)**

Under the Terrorism Risk Insurance Act, you have the right to purchase insurance coverage for losses resulting from Certified Acts of Terrorism (certified by the Secretary of the Treasury). However, AIM includes TRIA coverage automatically at no cost under the Property policy.

## **Claims/Incidents**

### **Procedures for Reporting Incidents at PTA Events or Financial/Property Loss**

AIM takes claims very seriously and asks that you let them know about a potential claim as soon as possible. We have included the following Incident Report/Claim Form in this publication.

The form must be completed for every incident/injury or property/financial loss that occurs at the time of occurrence or the start of an investigation/audit.

A copy of the form must be kept on file by your PTA and additional copies should be sent as indicated below. If a very serious incident/injury is being reported, you may also want to call AIM Insurance at 1-800-876-4044.

Regarding an incident/injury, the form must be completed by the PTA president. The injured party should not complete this form, but you, as PTA president, may ask the party questions that will enable you to make a complete report.

Signed forms reporting an injury to a minor will be kept on file in the state office until the minor is over the age of 21. For other types of incidents/claims, signed forms will be kept on file for 6 years.

It is important you have full/complete information, but you must not give the impression that because you have completed a report that the PTA is responsible and will “take care” of the injured party. As PTA president, you must never promise to compensate a victim for his/her injuries or accept fault. However, the PTA president should follow-up with anyone injured at a PTA event to express concern for the individual and inquire about any injuries sustained. Many claims may be averted by demonstrating concern for the individual.

- ✓ If the incident/claim involves a vendor, please have your vendor’s Certificate of Insurance and signed Hold Harmless Agreement ready to submit if needed.
- ✓ If the incident/claim involves someone who attended your function, please have the signed Participant Waivers ready if applicable.

#### **Distribute the completed Incident/Claim Report Form as follows:**

##### **For Financial Loss/Theft or if looking into a potential financial loss:**

- ☐ Email a copy to [PTAClaims@aim-companies.com](mailto:PTAClaims@aim-companies.com)
- ☐ Email a copy to New York State PTA state office at [pta.office@nyspta.org](mailto:pta.office@nyspta.org)
- ☐ Email a copy to your Region Director ([find emails here](#))
- ☐ Retain copy for your files

##### **For Injuries, loss of property, and all other losses:**

- ☐ Email a copy to New York State PTA state office at [pta.office@nyspta.org](mailto:pta.office@nyspta.org)
- ☐ Email a copy to your Region Director ([find emails here](#))
- ☐ Retain copy for your files
- ☐ If you need to file a formal insurance claim, rather than just report an incident- Email a copy to [PTAClaims@aim-companies.com](mailto:PTAClaims@aim-companies.com)



ASSOCIATION  
INSURANCE  
MANAGEMENT INC

## Incident/Claim Form

Date: \_\_\_\_\_

Producer/Mailing Address:

AIM Association Insurance Management, Inc.

PO Box 742946

Dallas, TX 75374

1-800-876-4044 \* FAX 214-360-0802

[PTAClaims@aim-companies.com](mailto:PTAClaims@aim-companies.com)

SEE INSTRUCTIONS ON PREVIOUS PAGE REGARDING  
COMPLETION AND DISTRIBUTION OF THIS FORM.

### Insured Information:

Name of PTA (Include State Unit ID): \_\_\_\_\_

Insured ID: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Address: \_\_\_\_\_ Council: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Person Reporting Incident/Claim:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

### Type of Loss:

- ☐ Theft of money  
Was a police report filed? \_\_\_\_\_ If so, please include.
- ☐ Theft or Damage of property  
Was a police report filed? \_\_\_\_\_ If so, please include.
- ☐ Injury
- ☐ Other: \_\_\_\_\_

### Witness Contact Information:

Witness Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_ Location: \_\_\_\_\_

Description of Occurrence: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Injured Party Information:**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Description of Injury: \_\_\_\_\_

\_\_\_\_\_

Cause of Accident: \_\_\_\_\_

\_\_\_\_\_

**If you have any photos or videos of the event, please provide them.**

**Additional Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please add your State Unit ID to any attachments.**

**See instructions on page 24 regarding completion and distribution of this form.**

[PTAClaims@aim-companies.com](mailto:PTAClaims@aim-companies.com) AIM, PO Box 742946, Dallas, TX 75374-2946 Fax# 214-360-0802

[PTA.office@nyspta.org](mailto:PTA.office@nyspta.org) NYS PTA, One Wembley Ct, Albany NY 12205-3830 Fax# 518-452-8105

## Additional Questions

Should you have additional questions that we haven't answered in this Insurance Guide, please feel free to contact us through one of the ways listed below:



**Association Insurance Management, Inc.**

**PO Box 742946**

**Dallas, TX 75374-2946**

**800-876-4044 or 214-360-0801**

**Fax: 214-360-0802**

**Email: [aim@aim-companies.com](mailto:aim@aim-companies.com)**

**Website: [www.aim-companies.com](http://www.aim-companies.com)**

This Insurance Guide is only a summary of policy coverage and in no way takes precedent over actual policy language. Your insurance policy, and not the information contained in this document, forms the contract between you and your insurance company. If there is a discrepancy or conflict between the information contained herein and your policy, your policy takes precedence. Certain coverages are not available in all states due to state insurance regulations. Certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.