



California State
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2025 INSURANCE GUIDE



INSURANCE AND LOSS PREVENTION GUIDE

This publication has been developed to assist PTA leaders in selecting appropriate fundraising activities, sponsored programs and events. Using this publication will help prepare for the risks associated with these activities. Please only use the following forms and do not modify the form wording.

CA State PTA Package Coverages:

Coverage	Limit	Carrier
General Liability	\$1,000,000	Concert Specialty Insurance Company
Officers Liability	\$1,000,000	Concert Specialty Insurance Company
Bond (Crime)	\$25,000	Concert Specialty Insurance Company
Workers Comp	\$1ML/\$1ML/\$1ML	Technology Insurance Company, Inc.
Umbrella Liability	\$3,000,000	Merchants National Insurance Company

CA State PTA Insurance Broker:

AIM Association Insurance Management Inc.
12221 Merit Drive Suite 1670 Dallas TX 75251
(800) 876-4044 • FAX (214) 360-0802
Email: CAPTA@aim-companies.com

Additional information: <https://capta.org/pta-leaders/services/insurance/>

As referenced in this guide, information regarding California State PTA policies and procedures can be found in the Toolkit. You can access the Toolkit online at <http://toolkit.capta.org/>.

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Table of Contents

- Why Does My Organization Need Insurance? 5
- General Liability Covers Everything: FALSE..... 5
- General Liability 6
 - Bodily Injury and Property Damage 6
 - Sponsored Events..... 6
 - Red Light, Yellow Light, Green Light 7
 - Best Practices Guidelines 9
 - COVID- What You Should Know..... 11
 - General Liability Exclusions..... 12
 - Liability Waivers..... 12
 - PARENT’S APPROVAL, STUDENT, FAMILY, AND PARTICIPANT WAIVER 13
 - ADULT PARTICIPANT / VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT 15
 - Additional Insureds 17
 - Facilities Use Permit Addendum..... 17
 - Contractor/Vendor Requirements..... 20
 - Serving of Alcohol at PTA Events 21
 - Proceed with Caution..... 21
 - General Liability Deductible..... 22
 - Supplements to your General Liability Policy 23
 - Extended Medical Payments (Optional) 23
 - Hired & Non-Owned Auto Liability- HNOA 23
 - Abusive Conduct Liability 24
 - Media Liability (Optional)..... 24
- Professional Liability (Directors & Officers Liability)..... 25
 - Coverage Highlights 25
 - Professional Liability Exclusions..... 25
 - Professional Liability Deductible..... 25
- Fidelity Bond (Commercial Crime) 26
 - Embezzlement, Robbery and Theft..... 26
 - Position Bond vs. Blanket Bond 26
 - Requirements and Conditions 26
 - Safeguarding Your Funds 27
 - Fidelity Bond Exclusions..... 27
 - Fidelity Bond Deductible..... 27

Gifting Money to The School 28

Gifting Property Directly to The School 28

 FIDUCIARY AGREEMENT 29

Inland Marine (Business Personal Property)..... 30

 Property Covered 30

 Inland Marine Exclusions 30

 Inland Marine Deductible 31

WORKERS’ COMPENSATION INSURANCE COVERAGE 32

Claims - Procedures for Reporting Incidents at PTA Events 35

 Claim/Incident Report Form 36

Additional Questions..... 38

Why Does My Organization Need Insurance?

The number one question that most PTAs face today is “Why does my organization 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 you, as an individual member or officer of your organization, 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 organization’s events. Are you willing to put your checking account, your savings account, possibly your 401k or other assets at risk for your organization?

Insurance not only protects your organization, 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, should something happen at one of your events.

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. Professional Liability insurance doesn’t cover your organization against embezzlement, nor does your General Liability policy provide coverage if your organization’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 CA State PTA Package
 - Optional Extended Accident Medical Payments Endorsements
 - Optional Media Liability Endorsements
- 2. Professional Liability (Directors & Officers Liability)** -Included in CA State PTA Package
- 3. Fidelity Bond (Crime)** -Included in CA State PTA Package
- 4. Inland Marine (Business Personal Property)**- Optional

Common Misconceptions:

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

General Liability

(Included in CA State PTA Package)

Let's face it, everyone involved in a PTA is volunteering for the same reason – the kids. Even though you are putting your valuable time and numerous hours into making your organization 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 down 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 don't 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 that an incident leads to a lawsuit against your organization, as a volunteer named in a lawsuit, your personal assets could be at risk. The General Liability policy protects not only your organization 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 two parts under your General Liability policy:

1. **Liability** - \$1 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 \$20,000 per person to cover medical expenses (outside a lawsuit.)

The **Liability** portion will come into effect for lawsuits in which your organization is being sued for bodily injury or property damage of others. You have up to \$1 million per occurrence per policy period to compensate for any judgments made against you.

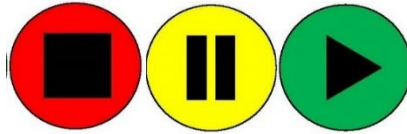
The **Extended Medical Payments** portion will come into effect for minor medical injuries that are sustained by a volunteer of your organization, a board member, or a third party at one of your organization's sponsored events. This is by no means a health insurance policy. The Medical Payments clause of your liability policy will pay secondary to any personal health insurance that the injured party may have. Medical Payments coverage helps protect your organization 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* or rented for use in the scope of your organization's operations, is not included under General Liability. This would generally be covered under optional property (Inland Marine) coverage, see property section, pg. 31.

Sponsored Events

To extend your General Liability policy to your organization, 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 organization
2. The event must be scheduled by your organization
3. The event must be planned by your organization
4. The majority of the manpower must be provided by your organization's members



Red Light, Yellow Light, Green Light

It is critical that the RED, YELLOW and GREEN list be reviewed before planning any PTA activities. Certain activities and events are prohibited because they are excluded by the insurance policy and/or because they are dangerous and/or jeopardize the safety of our children and youth. This list is not all-inclusive. If you are interested in sponsoring an activity not included in the list, contact AIM to ensure it is covered by your insurance policy.

Red Light

Certain activities and events are prohibited and are not covered under your insurance policy. Individual PTA officers may be held personally liable for conducting any of the events noted in RED on the following page of this guide. The RED light activities are prohibited activities.

Yellow Light

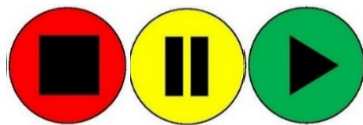
Occasionally, PTAs want to sponsor activities which may require waivers of liability and certificates of insurance. PTAs must strictly adhere to PTA guidelines and/or other special arrangements. All conditions must be met before undertaking any activities noted in YELLOW on the following page of this guide. The insurance broker must be consulted.

Green Light

Approved activities and events are noted in GREEN on the following page of this guide. Please refer to the California State PTA Toolkit and the National PTA Quick-Reference Guides for more information about appropriate PTA fundraising activities.

DO NOT SIGN

Under no circumstances should any unit, council, or district PTA sign a Hold Harmless Agreement for a vendor/concessionaire/service provider or agree in any way that the PTA will be held responsible for liability. This prohibition is in place regardless of the activity's place on the red, yellow, and green list. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement or Indemnity Clause, contact the California State PTA Insurance Broker prior to signing.



Red Light, Yellow Light, Green Light



RED - STOP: This activity is excluded from your policy.



YELLOW - 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.



GREEN - PLAY: Covered event



After School Programs



Archery



Aircraft



All Night Lock-Ins



Animal Rides



Apple Bobbing



Arts & Crafts Activities



Asbestos Exposure



Athletic Leagues, Clinic, Camps



ATVS



Auctions



Babysitting at Meetings



Bake or Food Sales



Balloon Artists



Baseball Toss



Beautification Projects



Bike Rodeos



Book Fairs



Bounce Houses



Bowling



Broom Hockey



Bungee Jumping



Cake Walks



Camps - Outdoor Enrichment/Science



Candy/Wrapping Paper Sales



Car Wash



Carnivals



Color Runs



Colored Sand Painting



Concession Stands



Confetti Eggs



Costume Parties



Cow Bingo



Crossing Guards



Dances, Line Dancing



Dinners



Drones



Dunk Tanks



E-Waste



Egg Toss



Enrichment Programs



Face Painting



Family Portraits



Farmers Market



Fashion Shows



Fireworks



Fishing (from land)



Food Sales



Football Throw



Fortune Telling



Fun Runs



Gift Wrapping



Golf Tournaments



Grad Nights



Haunted Houses



Hobby Shows



Hot Air Balloons



Ice Cream Socials



Inflatable Slides



Jump Rope



Litter Cleanup



Magic Shows



Mechanical/Motorized Rides



Moon Walks



Motorized Watercraft



Movie Night



Open Houses



One Day Athletic Events



Paint Ball Guns



Parent Education



Pee Wee Golf



Performing Arts



Petting Zoos



Picnics and picnic games



Pizza Night



Raffles



Ring Toss



Rock Climbing Walls



Rocketry



Sale of Weapons



Science Fairs



Skating Rink (roller and ice skating)



Spelling Bees



Sumo Wrestling



Swim Parties



Talent Shows



Trampolines



Velcro Walls



Water Balloon Toss



Water Slides (no homemade)



Workshops



Zip Lining

Note: If you do not see an event you are having on this list, please call AIM 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.

Best Practices Guidelines

WAIVERS

Obtain a signed PTA student waiver (see waiver on page 13) from each student's parent or guardian for all events off-site and/or involving any physical activities. A waiver may be signed for a whole year's activities; place it in the school packet at the beginning of the year. You will need to adapt and add the wording "as respects all PTA-sponsored events for the school year 20__-20__." Participants and volunteers 18 or older may sign their own waiver.

VENDOR REQUIREMENTS

Complete all requirements listed on page 20 of this guide.

EVENTS

If a unit, council or district PTA chooses to sponsor activities or events that are allowed under PTA policy but that the insurance company has excluded or does not provide coverage for, the unit, council or district PTA must purchase the necessary additional participant liability insurance for that activity, **and** the entire organization (the California State PTA, its units, councils and districts) must be named as the Named Insured. Please contact the California State PTA Insurance Broker, for requirements for additional insurance. The California State PTA Insurance Broker understands the necessity of protecting the entire organization and will ensure that such additional coverage will match the existing PTA liability insurance and that California State PTA will be protected.

Please note: The PTA cannot purchase insurance nor engage in activities noted as red light activities.

JOG, FUN RUN, AND WALK-A-THONS

You need the following: 1) a prearranged course that is separate from traffic; 2) proper supervision (security & police in place); 3) water stations and; 4) participant waivers for all participants (see pages 13-16).

BABYSITTING

The only babysitting that is allowed is at PTA meetings or sponsored events where parents are continually on campus **AND** the following conditions are met: the babysitters do not change diapers, there are at least two unrelated adults (18 years or older - may be under 18 if certified babysitter) in attendance at all times, and coffee or other hot fluids are kept outside of the babysitting room or area. If there are over 11 children in attendance, one additional babysitter, who may be under 18, is recommended to be onsite. Refer to the "PTA-Provided Babysitting Services" in the Finance section of the California State PTA Toolkit. While PTA insurance fully covers the PTA itself (at any level of the organization), the only individuals covered by the policy are salaried employees of the organization and its volunteers. PTA's liability coverage does not extend to covering independent contractors or vendors who are being paid for their services. If babysitters are paid, they are considered a vendor and required to have their own insurance.

BINGO GAMES AND POKER NIGHTS FOR CHARITABLE PURPOSES

Refer to the finance section of the California State PTA Toolkit. Please consult local government for any additional ordinances.

RAFFLES

Information on how to conduct a legal raffle can be obtained by going to the California Attorney General's website. (See www.ag.ca.gov Section 320.5 Gambling Charitable Raffles.)

Best Practices Guidelines

LITTER CLEAN UPS

Adequate supervision must be provided. Reflective vests and rubber gloves must be used. Waivers must be signed. Clean-up must not be done on freeways.

GRADUATION OR PROM NIGHT

See Programs section of the California State PTA Toolkit.

CONTRACTS YOU ARE ASKED TO SIGN

If you are required to sign a contract by the vendor/concessionaire/service provider that includes a Hold Harmless or Indemnity Agreement, you **must** submit a copy of the contract to the California State PTA Insurance Broker capta@aim-companies.com for review prior to signing.

PURCHASING PLAYGROUND EQUIPMENT

Gift the money to the school to purchase and install the equipment. Do not install any playground equipment.

PURCHASING A DEFIBRILLATOR

If you purchase a defibrillator, it is important that you gift it to the school and not be responsible for the operation or training of the defibrillator.

HOMECOOKED FOOD

Check with your school district and County Health Department to see if home-cooked items are allowed.

SCHOOL DROP-OFF & PICK-UP/CROSSING GUARD VOLUNTEERS

Volunteers must be at least 18 years of age and must sign California State PTA's *Participation Waiver* form annually. The program must follow guidelines contained in *Safe Routes to School Guide – Student Drop-off and Pick-up* (http://guide.saferoutesinfo.org/pdf/SRTS-Guide_Dropoff-Pickup.pdf), including use of safety vests, properly designated loading zones, single file approach, and all other safety rules and procedures contained therein.

TRANSPORTATION

When funding classroom field trips, it is recommended that funds be paid directly to the school district and include a request that they be deposited into the school district general fund for the unit's school and earmarked for the payment of buses and/or admission fees. While California State PTA's insurance does include limited coverage for hired and non-owned automobiles (see page 23 of this guide), it is recommended that PTA members refrain from transporting students for PTA events.

COVID

Your policy has a standard exclusion for "communicable disease" which would include diseases such as the flu or Coronavirus. This means if the PTA is held liable for a loss due to COVID there is no coverage. For this reason, it is very important that your PTA strictly adhere to local and state guidelines to avoid liability.

Please refer to the following page for additional details on COVID.

COVID- What You Should Know.

1. Does our policy cover liability for COVID?

No, the policy has a standard exclusion for communicable diseases. For this reason, PTAs should use caution and always adhere to local and state guidelines.

2. Could the PTA be held liable if someone contracts COVID at a PTA event?

The short answer is yes, anyone can sue for any reason and on or off school grounds holds the same risk. However, from a liability standpoint it would be difficult to prove your PTA was liable when COVID can be contracted practically anywhere. If your PTA exhibited gross negligence by disregarding proper guidelines as set forth by local or state government, or knowingly exposing someone, it would be much easier to be held liable.

3. Is it OK to have in-person events?

PTAs are not discouraged from conducting in-person events but it is imperative that you adhere to standard guidelines as set forth by local or state government. Activities should be chosen based on allowance for proper precautions such as wearing masks and social distancing.

4. How could we have a loss if we aren't having in-person events?

Crime

Whether PTAs are collecting money through virtual events or protecting funds from previous periods, there is still a huge need to protect your funds. And in challenging economic times, embezzlement is a very significant risk.

Directors & Officers

D&O protects the decisions you make as an officer or director. Virtual events hold the very same liability as in-person events and are possibly subject to even more scrutiny as we navigate a very challenging pandemic/quarantine time. It should be noted that someone can sue you just because they disagree with your decisions and even in the case of frivolous lawsuits the D&O provides coverage.

EX: PTA conducts a virtual fundraiser and officers decide to spend the money on school laptops instead of playground equipment and a parent sues. Or vice versa, in the times of COVID someone could decide that purchasing playground equipment was inappropriate and that money should have been spent on laptops.

General Liability

Having any type of event, whether in-person or virtual, creates liability. The General Liability also includes \$20,000 per person in accident medical coverage, so if a volunteer is injured preparing or conducting a virtual event, the accident medical covers them.

EX: Zoom Yoga class – There is an instructor guiding children on yoga poses. It's a PTA event and if a child hurts themselves, the PTA could be held liable.

EX: Virtual Fun Run –PTA assigns all participants a 3-mile run on their own and asks them to show proof of distance; however, they fail to notify parents or provide guidance around traffic or heat and a child is hurt. The PTA could be held liable.

General Liability Exclusions

The following is a list of specifically excluded items under General Liability:

1. Archery
2. Automobiles & Vehicular Transportation of Any Type*
3. Asbestos Exposure
4. Bungee Equipment or Bungee Jumping
5. Athletic Activities - organized sports including (but not limited to) sports clubs, sports camps, municipality teams, school teams (public or private), sports leagues, college teams or professional teams
6. Hot Air Balloons
7. Lead Exposure
8. Mechanical/Motorized Rides
9. Nuclear Exposure
10. Parasailing
11. Rocketry
12. Scuba Diving
13. Scouting
14. Watercraft
15. Water skiing, snow skiing (including any use of skis to slide on snow or snowboarding)
16. Weapons, including but not limited to guns, knives, swords, bows, axes and slip shots/catapults
17. Workers Compensation Claims
18. Zip Lining
19. Communicable Disease (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.

Note:

*See Auto Coverage for details (page 23) on included auto liability coverage

** 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 organization 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 isn’t a requirement to extend coverage under the General Liability policy, California State PTA highly recommends that you use waivers for all physical activity events, as well as field trips (including litter clean up) to deter lawsuits resulting from participation in such activities.

The following waivers are attached:

- Student Participant Waiver - Parents Approval, Student, Family (English & Spanish)
- Adult Participant/Volunteer Waiver (English & Spanish)



PARENT'S APPROVAL, STUDENT, FAMILY, AND PARTICIPANT WAIVER

2327 L Street, Sacramento, CA 95816-5014(916) 440-1985 • FAX (916) 440-1986 • Email info@capta.org • www.capta.org

Print the name of all family members who may participate in any PTA sponsored events for the [insert period] school year (including student, siblings and parents):

- 1. _____
Participant Name Age, if minor child
- 2. _____
Participant Name Age, if minor child
- 3. _____
Participant Name Age, if minor child
- 4. _____
Participant Name Age, if minor child

The undersigned parent(s) or guardian(s) assume all risks in connection with the participation of all individuals listed above in any and all of the PTA sponsored activities.

I attest and verify that all individuals listed above are physically fit and able to participate in any PTA sponsored activities. Further, I acknowledge that it is my responsibility to understand any inherent risks associated with PTA sponsored activities and communicate those risks to all individuals named above.

I do hereby certify that to the best of my knowledge and belief all individuals named above are in good health. In the event that I, or other parent/guardian, cannot be reached in an emergency, I hereby give permission to secure proper treatment for my child(ren). I/we do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon or dentist and performed by or under the supervision of the medical staff of the hospital or facility furnishing medical or dental services. 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(s) has the following allergies, medicine reactions or unusual physical conditions, which should be made known to a treating physician: (If none, please write the word "none". If yes, put first name of child and the allergy/condition.): _____

I/we, as parent(s) or guardian(s) of the minor(s), do hereby, for my child/children, myself, my heirs, executors and administrators, release and forever discharge and hold harmless the California State PTA, the local PTA and all officers, directors, employees, agents and volunteers of the organizations, acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from the participation of any individuals listed above in any PTA sponsored activities.

By signing below, I confirm that I have carefully read and fully understand its contents. I am aware that this is a release of liability and signed it of my own free will.

- 1. _____
Parent/Guardian Signature Print Name Date
- 2. _____
Parent/Guardian Signature Print Name Date

Address City State Zip Phone (include Area code)

2327 L Street, Sacramento, CA 95816-5014(916) 440-1985 • FAX (916) 440-1986 • Email info@capta.org • www.capta.org

Escriba el nombre de todos los miembros de la familia que puedan participar en cualquier evento patrocinado por la PTA para el año escolar [insertar período] (incluyendo los estudiantes, los hermanos y los padres):

1. _____
Nombre del Participante Edad, si el niño es u menor

2. _____
Nombre del Participante Edad, si el niño es u menor

3. _____
Nombre del Participante Edad, si el niño es u menor

4. _____
Nombre del Participante Edad, si el niño es u menor

El (los) padre (s) o tutor (es) suscrito (s) asume todos los riesgos relacionados con la participación de todas las personas mencionadas anteriormente en cualquiera y todas las actividades patrocinadas por la PTA.

Certifico y verifico que todas las personas mencionadas anteriormente son físicamente aptas y pueden participar en cualquier actividad patrocinada por la PTA. Además, estoy consciente de que es mi responsabilidad entender los riesgos inherentes asociados con las actividades patrocinadas por la PTA y comunicar esos riesgos a todas las personas mencionadas anteriormente.

Por la presente certifico que, según lo que yo sé y mi conocimiento, todas las personas mencionadas anteriormente gozan de buena salud. En el caso de que no se pueda contactar a mí, u otro padre/tutor, en una emergencia, por este medio doy permiso para asegurar el tratamiento adecuado para mí(s) hijo(s). Por el presente documento, doy mi consentimiento para cualquier radiografía, examen, anestesia, diagnóstico médico, quirúrgico o dental, o tratamiento y atención hospitalaria que se consideren necesarios según el mejor criterio del médico, cirujano o dentista, y se realicen por o bajo la supervisión del personal médico del hospital o centro que presta servicios médicos o dentales. Además, se entiende que el abajo firmante asumirá la plena responsabilidad de cualquier acción que se tome, incluyendo pagar por los costos.

Por la presente, / nosotros notificamos que el (los) menor (es) mencionado (s) arriba tiene las siguientes alergias, reacciones a medicamentos o condiciones físicas inusuales, las cuales deben de informar al médico que va a brindar la atención: (Si no hay ninguna, escriba la palabra "ninguna". Si es así, poner el primer nombre del niño y la alergia / condición.):

Yo/nosotros, como padre (s) o tutor (es) del (de los) menor (es), hacemos por este medio, para mi/s hijo/hijos, yo, mis herederos, ejecutores y administradores, renunciamos y para siempre eximimos de culpa o responsabilidad a la PTA del Estado de California , la PTA local y todos los funcionarios, directores, empleados, agentes y voluntarios de las organizaciones, actuando oficialmente o de otra manera, a todos los reclamos, demandas, acciones o causas de acción que de alguna manera que surjan a causa de la participación de cualquiera de las personas mencionadas anteriormente en cualquier actividad patrocinada por la PTA.

Al firmar a continuación, confirmo que he leído cuidadosamente y entiendo completamente su contenido. Sé de qué se trata de una exención de responsabilidad y lo firmé por mi propia voluntad.

1. _____
Firma del Padre/Guardián Escribir Nombre Fecha

2. _____
Firma del Padre/Guardián Escribir Nombre Fecha

Domicilio Ciudad Estado Código Postal Número de Teléfono (incluir el Área)

ADULT PARTICIPANT / VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Between

and _____

(hereinafter “the PTA Unit”)

(hereinafter “the participant/volunteer”)

PARTICIPANT WAIVER: I voluntarily agree to participate in PTA Unit sponsored events and activities held during the school year. I recognize that the PTA Unit has not undertaken any duty or responsibility for my safety and I agree to assume the full responsibility for all risk of bodily injury, death, disability, and property damage as a result of participating in the PTA Unit sponsored events and activities. I recognize that these risks will vary based on the event and activity, and understand it is my responsibility to be aware of the risks before participating. I attest and verify that I am mentally and physically fit and able to participate in PTA Unit sponsored events and activities. By my signature below, I hereby state that I understand there are risks involved in participating in PTA Unit sponsored events and activities and willingly and voluntarily accept these risks. By my signature, I hereby surrender any right to seek reimbursement from the California State PTA, including all unit, council, and district PTAs, and all of their officers, directors, members and volunteers for injury sustained and liability incurred during my participation in PTA Unit sponsored events and activities.

VOLUNTEER WAIVER

This section sets forth the responsibilities and understandings of the volunteer and of the PTA Unit regarding volunteer’s participation in volunteer programs partially or wholly coordinated by the PTA Unit during the school year.

The volunteer and the PTA Unit agree as follows:

1. The volunteer performs the service of the volunteer’s own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of the PTA Unit for any purpose and the volunteer’s services are not controlled nor mandated by the PTA Unit.
2. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer’s negligent or intentional acts, or the negligent or intentional acts of others; that while the PTA Unit has taken some steps to reduce the chances of injuries or harm to the volunteer, that the PTA Unit has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer’s property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
3. The volunteer agrees to waive and release the California State PTA, including all unit, council, and district PTAs, and all of their officers, directors, members, and volunteers from any and all potential claims for injury, illness, damage, or death which the volunteer may have against the PTA Unit that might arise out of the volunteer’s service and to hold the PTA Unit harmless there from.
4. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer’s negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
5. If any injury or loss to another does occur due to the volunteer’s intentional actions or due to volunteer’s negligent actions arising outside of the scope of the volunteer’s activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
6. In projects where the volunteer will be transporting others in a non-PTA Unit owned vehicle, the volunteer will be required to provide proof of automobile insurance in order to participate.
7. Since volunteers are not the PTA Unit employees, the PTA Unit does not provide workers’ compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

I understand that the materials and tools provided by the PTA Unit are and remain the property of the PTA Unit, and I agree to return these tools and any remaining materials to the PTA Unit at the end of my volunteer service.

By signing below, I confirm that I have carefully read this document and fully understand its contents. I am aware that this is a release of liability and signed it of my own free will.

Signature

Date

Printed Name

ACUERDO DE EXENCIÓN DE RESPONSABILIDAD E INDEMNIZACIÓN DEL ADULTO PARTICIPANTE/VOLUNTARIO

Entre

Y

(de aquí en adelante “la Unidad de la PTA”)

(de aquí en adelante “el participante/voluntario”)

EXENCIÓN DEL PARTICIPANTE: Acepto voluntariamente participar en los eventos y actividades patrocinados por la Unidad de la PTA que se llevan a cabo durante el año escolar. Reconozco que la Unidad de la PTA no ha asumido ninguna obligación ni responsabilidad por mi seguridad y estoy de acuerdo en asumir toda la responsabilidad de todo riesgo de lesiones físicas, muerte, discapacidad y daños materiales como resultado de participar en los eventos y actividades patrocinadas por la Unidad de la PTA. Reconozco que estos riesgos variarán según el evento y la actividad, y entiendo que es mi responsabilidad conocer los riesgos antes de participar. Certifico y verifico que estoy físicamente y mentalmente apto y que puedo participar en los eventos y actividades patrocinados por la Unidad de la PTA. Con mi firma a continuación, declaro que entiendo que existen riesgos al participar en los eventos y actividades patrocinados por la Unidad de la PTA y acepto estos riesgos gustosamente y voluntariamente. Con mi firma, por la presente renuncio a cualquier derecho de solicitar compensación de la PTA de California, incluyendo todas las PTAs de unidad, consejo y distrito, y todos sus funcionarios, directores, miembros y voluntarios por lesiones sufridas e incurridas durante mi participación en eventos y actividades patrocinadas por la PTA.

EXENCIÓN DEL VOLUNTARIO

Esta sección detalla las responsabilidades y entendimiento del voluntario y de la Unidad de la PTA con respecto a la participación de los voluntarios en los programas de voluntarios parcial o totalmente coordinados por la Unidad de la PTA durante el año escolar.

El voluntario y la Unidad de PTA acuerdan lo siguiente:

El voluntario presta el servicio por su propia cuenta, sin promesa, expectativa o recibo de remuneración. El voluntario no es un empleado o agente de la Unidad de la PTA para ningún propósito y los servicios de los voluntarios no están controlados ni obligados por la Unidad de PTA.

1. El voluntario entiende y acepta que es posible que el voluntario pueda ser lesionado o incurrir daños durante el servicio voluntario debido a accidentes, actos de la naturaleza, actos negligentes o intencionales del voluntario, o los actos negligentes o intencionales de otros; y que aunque la Unidad de la PTA ha tomado algunas medidas para reducir las posibilidades de lesiones o daños del voluntario, que la Unidad de la PTA no tiene control sobre la mayoría de los riesgos y, por lo tanto, no puede garantizar ni asumir ninguna responsabilidad por la seguridad de la voluntario o pertenencias del voluntario mientras el voluntario se dedica al servicio voluntario; y que el voluntario debe asumir toda la responsabilidad por sí mismo y asumir el riesgo de lesiones o daños mientras presta sus servicios tomando todas las precauciones necesarias y razonables y actuando de manera que ayude a protegerse a sí mismo y a sus pertenencias.
2. El voluntario entiende y acepta que es posible que el voluntario pueda ser lesionado o perjudicado durante el servicio voluntario debido a accidentes, actos de la naturaleza, los actos negligentes o intencionales del voluntario, o los actos negligentes o intencionales de otros; que mientras la Unidad de PTA ha tomado algunas medidas para reducir las posibilidades de lesiones o daños al voluntario, que la Unidad de PTA no tiene control sobre la mayoría de los riesgos y, por lo tanto, no puede garantizar ni asumir ninguna responsabilidad por la seguridad de la voluntario o la propiedad del voluntario mientras el voluntario se dedica al servicio voluntario; y que el voluntario debe asumir toda la responsabilidad por sí mismo y asumir el riesgo de daño o daño mientras presta sus servicios tomando todas las precauciones necesarias y razonables y actuando de manera que ayude a protegerse a sí mismo y a sus pertenencias.
3. El voluntario se compromete a renunciar y liberar a la PTA del Estado de California, incluyendo todas las PTAs de unidad, consejo y distrito, y a todos sus funcionarios, directores, miembros y voluntarios de todos los potenciales reclamos de lesiones, enfermedades, daños o muerte que el voluntario pueda tener en contra de la Unidad de la PTA que pueda surgir del servicio del voluntario y mantener libre de responsabilidad a la Unidad de la PTA.
4. El voluntario está de acuerdo y entiende que las lesiones o daños a otros, como compañeros de trabajo o personas que reciben ayuda, pueden ocurrir como resultado de actos negligentes o intencionales del voluntario durante el servicio voluntario, y que para evitar tales daños, el voluntario debe tener cuidado y actuar responsablemente al servir a otros.
5. Si alguna lesión o daño a otra persona ocurre debido a las acciones intencionadas o negligentes del voluntario que surjan fuera de las actividades del voluntario, el voluntario debe aceptar la responsabilidad y compensar, o reparar el daño hecho.
6. En los proyectos en los que el voluntario transportará a otras personas en un vehículo que no pertenece a la Unidad de la PTA, se requerirá que el voluntario proporcione un comprobante de seguro de automóvil para poder participar.
7. Dado que los voluntarios no son empleados de la Unidad de la PTA, la PTA de Unidad ofrece cobertura de compensación de trabajadores por lesiones o enfermedades que el voluntario sufra a causa de actividades de voluntariado.

Entiendo que los materiales y herramientas proporcionados por la Unidad de la PTA son y siguen siendo propiedad de la Unidad de la PTA, y estoy de acuerdo en devolver estas herramientas y cualquier material que quede a la Unidad de PTA al final de mi servicio voluntario. Al firmar a continuación, confirmo que he leído cuidadosamente este documento y entiendo completamente su contenido. Soy consciente de que se trata de una exención de responsabilidad y lo firmé por mi propia voluntad.

Firma

Fecha

Nombre Escrito

Additional Insureds

If you are having an event, the 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. As a precaution, you must know that adding someone as an Additional Insured means you share your limits with someone else under your policy. For example, let's 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 organization and the park, and you would SHARE total limits under your General Liability policy.

In order to process this request, we ask that you provide us with the form on the following page. 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)

The General Liability Additional Insured Request form may be found on the next page. Complete the form and email it to us at capta@aim-companies.com or fax it to us at 214-360-0802.

Facilities Use Permit Addendum

If the school district requires a written agreement for use of school facilities, the following addendum on page 19 of this guide should be completed.



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 capta@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

Note: This Addendum is to be used with agreements to use school facilities, when such agreements are required by the school district.

FACILITIES USE PERMIT ADDENDUM

This Addendum amends that certain application to _____
(name of school district)
 (The “School District”) for use of the facilities at _____
(name of facility)
 signed by _____ (the “PTA”),
(name of PTA)
 dated _____ (the “Application”).
(date of application)

Notwithstanding anything to the contrary contained in the Application, the School District and the PTA agree that California Education Code Section 38134 (i) is incorporated into and supersedes any conflict part of the application. California Educational Code Section 38134 (i) provides as follows:

A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and the entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks, and shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any other law, this subdivision shall not be waived. This subdivision does not limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code for injuries caused by a dangerous condition of public property. [California Education Code Section 38134(i)].

PTA

School District

(Name of PTA)

(Name of School District)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contractor/Vendor Requirements

A vendor is a person or company who provides a service or sells goods such as:

- Bus Company, Food Truck
- Book Fair, Fundraising Company, Instructors
- Inflatable Company, Assembly Act
- DJ, Caterer, Food Purveyor, etc.

Insurance Requirements:

- a) Workers' Compensation Insurance: Required if vendors 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 includes Bodily Injury, Property Damage, Personal Injury and Products Liability if applicable
- c) Automobile Liability Insurance: Required only if you are providing transportation (e.g., limousine or bus service) at a PTA event. \$5,000,000 limit required. \$1,500,000 for limousines with 15 or less passengers. Limousines must be school bus certified if over 10 students per AB830. Other autos at \$1M (including Food Trucks).

The vendor must meet the above insurance requirements and provide the following 2 items:

1. **Certificate of Insurance** naming California State PTA as the certificate holder and additional insured with the following language:

California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers.

NOTE: Workers Compensation Insurance MUST be included if you have employees working at any PTA event.

2. **Additional Insured Endorsement** CG 20 26 07 04.

California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers.

Instructions:

1. Provide the vendor with the complete section of requirements above.
2. Items 1 and 2 above must be completed and obtained prior to the date of the event and kept on file at your location.
3. The PTA is responsible for collecting and confirming the special wording is accurate on the Certificate of Insurance.
4. Your vendor contract needs to be in the name of your PTA, not your school or an individual.

The PTA is not allowed to sign a Hold Harmless or Indemnity Agreement without prior review and consent from the PTA Insurance Broker.

Your vendor might already be approved. You can confirm by referring to the "[Approved Vendor List](#)" on the CA PTA website.

Serving of Alcohol at PTA Events

Rules around serving alcohol at PTA events have recently changed. Leaders should review the information “Selecting Appropriate Fundraising Activities” in the [Finance section of the Toolkit](#).

Host Liquor Liability is included under your General Liability policy, and PTAs may engage in the sale of alcoholic beverages at PTA events provided necessary approvals are obtained, including appropriate ABC (Alcoholic Beverage Control) licensing and approval of the school district for events held on school grounds. This means that as long as you are not in the business of serving or distributing alcoholic beverages, which PTA is not, your policy will 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 actually 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 the venue or caterer sells the alcohol at the event, then they assume the liquor liability exposure. You should verify that they have liquor liability insurance by requesting proof of insurance.

CAUTION: The Alcoholic Beverage Control has strict requirements on serving alcohol in California. **Consult them anytime you do not use a licensed caterer or establishment.**

If alcoholic beverages are served at an adults-only PTA function, care should be taken to limit the liability of the PTA. It is suggested that alcoholic beverages be provided and served by a licensed establishment, licensed bartending service or catering company that has the appropriate permits and insurance. When a PTA is planning an event that will include alcoholic beverages, the PTA may collect for the cost of the alcoholic beverages through ticket sales. If a PTA votes to serve or sell alcoholic beverages at an event, all necessary ABC (Alcoholic Beverage Control) licenses should be obtained by contacting the local ABC office. Note that ABC may require alcohol serving and sales training.

PTA funds **may not** be used to purchase alcoholic beverages or bottles of alcohol.



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. **Babysitting** – Babysitting is something that you would provide during PTA meetings or sponsored events. We ask that you have at least two adult volunteers (18 years or older) in the room at all times. This 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 as PTA’s liability coverage does not extend to covering independent contractors or vendors who are being paid for their services.
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 organization. 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 organization 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 organization must both organize and manage the program. If your organization participates in an after school program that is organized and managed by the school, that program is not covered by the PTA policy, but by the school’s. However, if your PTA participates in a school-organized event and an incident occurs for which your PTA is held legally liable, AIM will defend your organization. For all other claims, such as medical payments (outside of a suit), the school’s coverage would be expected to respond.

General Liability Deductible

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

Supplements to your General Liability Policy

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 the CA State PTA package currently includes a \$20,000 provision for the Medical Payments component of your General Liability policy. If you have a claim above \$20,000, the injured party could sue your organization for any amounts incurred.

Deter lawsuits by providing coverage for out-of-pocket medical expenses.

The Medical Payments component provides additional coverage for out-of-pocket medical expenses and helps deter lawsuits. **It is a supplement to your liability policy and does not, on its own, provide protection in the event of a lawsuit.**

Extended Medical Payment Limits

1. As noted, the CA State PTA package already includes an upgraded Extended Medical Payments limit of \$20,000 but should your event(s) pose a higher level of injury exposure you have the option to increase the extended medical payments limit to \$50,000 for additional premium.

Hired & Non-Owned Auto Liability- HNOA **(Included in the CA State PTA package)** (Endorsement to General Liability)

Your policy is not intended to provide extensive auto coverage; however, it's not uncommon that risk for bodily injury or property damage to a third party is created by using an auto in connection with **your event**. For this reason, we provide a basic auto coverage called Hired and Non-Owned Auto Liability covering the following auto exposure:

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

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

Abusive Conduct Liability (Included in the CA State PTA package)

(Endorsement to General Liability)

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. An additional abuse limit of \$2,000,000 is also included under the Umbrella coverage that is a part of the standard CA PTA package.

Media Liability (Optional)

(Endorsement to General Liability)

As a supplement to your General Liability policy, we also offer Social 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 sites. This includes misuse of logos, copyrights, pictures, confidential information, and other misrepresentations or misappropriations.

Coverage Highlights

Media Liability provides coverage for innocent mistakes like these:

1. **Pictures - do you have permission?**
 - a. 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?**
 - a. Infringement of copyright, trademark, or logo when you accidentally post something.
3. **Do you make public ANY information that could be considered confidential?**
 - a. You could be held liable for disclosing 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 about included coverage, 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

Professional Liability (Directors & Officers Liability)

(Included in the CA State PTA Package)

We've covered your events with the General Liability Policy and Medical Payments Coverage, 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 organization. These decisions can include what type of fundraiser to have, where to hold an event, or any other managerial decisions. This policy protects the way you manage your organization 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 organization funds
2. Wrongful acts, misleading statements, or negligent acts
3. Discrimination
4. Not following your bylaws
5. Misrepresentation
6. Civil Rights violation
7. Fundraising activities

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 CA State 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 organization's money.

Some of the people your organization 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 (organization). Position Bonds usually cover only one person or one position within your organization. While this option may seem less expensive than a Blanket Bond, these Bonds only protect your organization if that particular person embezzles the money. For example, if your organization 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 organization. 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 organization. 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 organization.

Requirements and Conditions

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

1. Your organization must conduct an Annual Financial Review (annual audit) by an audit review committee or by a qualified accountant. (A qualified accountant is someone who has been trained or licensed to conduct audits and/or review accounting records, such as a Public Accountant or Certified Public Accountant (CPA). They do not need to be currently employed in the field and may be paid or volunteer.)
2. The monthly bank statement must be reviewed and signed by one or more persons who do not have authorization to sign checks. Using financial software to conduct the bank reconciliation does not meet this requirement.

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.

Does Our Bond Coverage Include Cyber Coverage?

No, cyber insurance is not included under the bond Coverage; however, the bond coverage includes a component called “Computer and Funds Transfer Fraud” which often extends coverage in situations where a scammer poses as a trusted board member or employee of the PTA in urgent need of a wire transfer or purchase of gift cards with pin numbers. As technology advances, so do these types of scams and we encourage PTAs to NEVER act solely upon an email request to provide funds, but rather to create a process of approval via in person requests.

Fidelity Bond Limits

\$25,000 limit **included in the CA State PTA Package**

We offer limits up to \$250,000. If interested, please call AIM for pricing.

Police Reports Are Required

Whether you are talking about embezzlement, robbery or theft, these are all very serious 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. Additionally, if the conditions of the bond policy are not followed, then your claim has the potential of being denied.

Fidelity Bond Deductible

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

Top 10 Ways to Protect Your Funds Against Embezzlement

1. Never take money home that belongs to your organization.
2. Deposit money into the bank daily, even if a project is ongoing.
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.

CA State PTA Policies

It is critical that PTA Financial Guidelines be followed (see the “Finance” section of the CA State PTA Toolkit) and that you have a good paper trail on all your transactions. If you have a loss, you need to prove the loss to the claims adjuster with sufficient paperwork. If you cannot, the insurance company will not pay the loss.

You must report a loss within 60 days of discovering a potential claim. Contact your PTA district president as soon as you suspect mismanagement.

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 organization wishes to donate. See the following page for a standard gifting agreement.

Gift money directly to the school rather than purchasing the gift items yourself.

Gifting Property Directly to The School

Although we recommend that any PTA donate money directly to the school instead of gifting property, we do recognize that many organizations will donate property directly to the school. If this is the route your organization chooses, we recommend getting the school to sign a Fiduciary Agreement for the property that is donated. The Fiduciary Agreement says that the school will hold your organization “harmless” for any maintenance or accidents of the donated property. We have included a sample Fiduciary Agreement in this Risk Management Guide. Additionally, the school board should make a motion to accept the donated property; this makes ownership official.

Always use a Fiduciary Agreement when donating property directly to any school.

FIDUCIARY AGREEMENT

GIFT OF MONEY

The _____ (PTA/PTSA), hereby gives to the _____ (School name) of _____ (School District), a monetary grant in the amount of _____ dollars. (\$ _____) Check number _____, dated and signed by _____ (PTA President) and _____ (PTA Treasurer).

The gift money is for the sole purpose of: _____

It is hereby agreed that the gift monies will be spent for the above-stated purpose on or before _____. Any portion of such funds that is unused or unexpended as of such date shall be reimbursed in full to the _____ (PTA/PTSA) within seven (7) business days of the deadline noted above.

GIFT OF PROPERTY

The _____ (PTA/PTSA), is donating the following property to _____ (School Name) of _____ (School District).

Description of Property:

The/these item(s) will become the property of the school or district. The school accepts responsibility for the installation, operation and maintenance of the above-described property, and agrees to hold the _____ (PTA/PTSA) harmless for any claim arising from ownership or use.

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

PTA/PTSA President Date

PTA/PTSA Treasurer Date

School Administrator Date

School District Administrator Date

Inland Marine (Business Personal Property) (Optional)

Every PTA is worried about theft. Whether someone breaks into the organization'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 organization 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 organization 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 organization 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 an organization, 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 the personal property of the PTA, used in the business of PTA or related to the business of PTA, from perils such as fire, lightning, windstorm, theft, and vandalism. **Additionally, this policy covers similar property of others in your care, custody or control. This could include rented equipment for which you are legally liable.**

Personal property of PTAs are typically items like popcorn machines, school store supplies, cash registers, posters, coffee makers, and any other property that your organization 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.

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 organization'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, please call AIM at 800-876-4044.

Inland Marine Deductible

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

WORKERS' COMPENSATION INSURANCE COVERAGE

Carrier: Technology Insurance Company, Inc

Policy # TWC4367158

Named Insured: California Congress of Parents, Teachers and Students Inc.

CLAIMS - All claims must be reported immediately. State law requires that injuries requiring medical attention must be reported within five (5) working days, and that employers authorize initial medical treatment within 24 hours of knowledge that an occupational injury has occurred. The carrier will attempt contact within 24 hours of receiving the claim report.

1. **Provide injured employee a DWC 1 form to complete within 1 working day. Provide a completed copy to employee and keep a copy for your records** <https://www.dir.ca.gov/dwc/DWCForm1.pdf>
2. **Complete Employers Report of Occupational Injury or Illness form -** <https://www.dir.ca.gov/DOSH/DoshReg/Form5020.pdf>
3. **Report a new claim by sending the completed Employers Report of Occupational Injury to:**

E-mail: WorkersCompClaimReport@AmTrustgroup.com

BCC: California State PTA office insurance@capta.org

California PTA Broker ptaclaims@aim-companies.com

Your District PTA President

Phone: (800) 661-6029

Fax: (800) 661-6984

Inquiries regarding claims should be directed to the insurance carrier. Please refer to the claim kits by state on the carrier website www.talispoint.com/amtrust/external/ for additional details on reporting claims and for contact information. This kit will also direct you to the medical provider network which will give you information on doctors and clinics you may use for work related injuries or illness. If the job injury does not require medical attention, complete the "Employer's Report of Occupation Injury or Illness" and keep it on file should the employee seek medical treatment at a later time.

POST NOTICE TO EMPLOYEES - Units, councils and districts PTAs having an office, or employees working at a regular place of business, must post the following "Notice to Employees" included in this guidebook (see pages 34 and 35).

It is required by law to place the information contained in this notice in a conspicuous location frequented by employees, where such notice may be easily read.

REPORTING PAYMENTS – At the end of policy year, which runs from January 5 each year to January 4 of the following year, you are required to report all payments by your PTA for services provided to your PTA during the policy year via the Workers' Compensation Annual Payroll Report. This includes not only payments to individuals you consider employees of your PTA, but also payments to others you consider contractors such as vendors, babysitters, teachers, and assembly program providers.

Before hiring a contractor, verify whether they carry workers' compensation insurance. If they do not, they will be covered by this policy but payments to that contractor may be subject to a workers' compensation surcharge resulting in additional cost to your PTA. If the contractor indicates that they do carry workers' compensation insurance, obtain a certificate of insurance from the contractor that specifies active workers' compensation coverage during the dates on which services will be performed. If your PTA provides a valid certificate of insurance for a contractor, payments to that contractor will NOT be subject to the workers' compensation surcharge.

The Workers' Compensation Annual Payroll Report and the related surcharge payment, if applicable, are submitted directly to AIM between December 15th and January 31st annually. Please **do NOT submit** those items using the form or process from prior years.

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Workers' Compensation



Notice to Employees--Injuries Caused By Work

You may be entitled to workers' compensation benefits if you are injured or become ill because of your job. Workers' compensation covers most work-related physical or mental injuries and illnesses. An injury or illness can be caused by one event (such as hurting your back in a fall) or by repeated exposures (such as hurting your wrist from doing the same motion over and over).

Benefits. Workers' compensation benefits include:

- **Medical Care:** Doctor visits, hospital services, physical therapy, lab tests, x-rays, medicines, medical equipment and travel costs that are reasonably necessary to treat your injury. You should never see a bill. There are limits on chiropractic, physical therapy and occupational therapy visits.
- **Temporary Disability (TD) Benefits:** Payments if you lose wages while recovering. For most injuries, TD benefits may not be paid for more than 104 weeks within five years from the date of injury.
- **Permanent Disability (PD) Benefits:** Payments if you do not recover completely and your injury causes a permanent loss of physical or mental function that a doctor can measure.
- **Supplemental Job Displacement Benefit:** A nontransferable voucher, if you are injured on or after 1/1/2004, your injury causes permanent disability, and your employer does not offer you regular, modified, or alternative work.
- **Death Benefits:** Paid to your dependents if you die from a work-related injury or illness.

Naming Your Own Physician Before Injury or Illness (Predesignation). You may be able to choose the doctor who will treat you for a job injury or illness. If eligible, you must tell your employer, in writing, the name and address of your personal physician or medical group *before* you are injured. You must obtain their agreement to treat you for your work injury. For instructions, see the written information about workers' compensation that your employer is required to give to new employees.

If You Get Hurt:

1. **Get Medical Care.** If you need emergency care, call 911 for help immediately from the hospital, ambulance, fire department or police department. If you need first aid, contact your employer.
2. **Report Your Injury.** Report the injury immediately to your supervisor or to an employer representative. Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you with a claim form within one working day after learning about your injury. Within one working day after you file a claim form, your employer or claims administrator must authorize the provision of all treatment, up to ten thousand dollars, consistent with the applicable treatment guidelines, for your alleged injury until the claim is accepted or rejected.
3. **See Your Primary Treating Physician (PTP).** This is the doctor with overall responsibility for treating your injury or illness.
 - If you predesignated your personal physician or a medical group, you may see your personal physician or the medical group after you are injured.
 - If your employer is using a medical provider network (MPN) or a health care organization (HCO), in most cases you will be treated within the MPN or HCO unless you predesignated a personal physician or medical group. An MPN is a group of physicians and health care providers who provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information.
 - If your employer is not using an MPN or HCO, in most cases the claims administrator can choose the doctor who first treats you when you are injured, unless you predesignated a personal physician or medical group.
4. **Medical Provider Networks.** Your employer may be using an MPN, which is a group of health care providers designated to provide treatment to workers injured on the job. If you have predesignated a personal physician or medical group prior to your work injury, then you may go there to receive treatment from your predesignated doctor. If you are treating with a non-MPN doctor for an existing injury, you may be required to change to a doctor within the MPN. For more information, see the MPN contact information below:

MPN website: www.talispoint.com/amtrust/campn/ MPN Effective Date: 10/25/21 MPN Identification number: 3154

If you need help locating an MPN physician, call your MPN access assistant at: (833) 990-3601

If you have questions about the MPN or want to file a complaint against the MPN, call the MPN Contact Person at: (800) 768-9605

Discrimination. It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Questions? Learn more about workers' compensation by reading the information that your employer is required to give you at time of hire. If you have questions, see your employer or the claims administrator (who handles workers' compensation claims for your employer):

Claims Administrator: Amtrust North America Phone: (888) 239-3909

Workers' compensation insurer _____ (Enter "self-insured" if appropriate)

You can also get free information from a State Division of Workers' Compensation Information (DWC) & Assistance Officer. The nearest Information & Assistance Officer can be found at location: <https://www.dir.ca.gov/dwc/landA.html> or by calling toll-free **(800) 736-7401**. Learn more information about workers' compensation online: www.dwc.ca.gov and access a useful booklet "Workers' Compensation in California: A Guidebook for Injured Workers."

False claims and false denials. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony and may be fined and imprisoned.

Your employer may not be liable for the payment of workers' compensation benefits for any injury that arises from your voluntary participation in any **off-duty, recreational, social, or athletic activity** that is not part of your work-related duties.

División de Compensación de Trabajadores
ESTADO DE CALIFORNIA - DEPARTAMENTO DE RELACIONES INDUSTRIALES
Aviso a los Empleados—Lesiones Causadas por el Trabajo



Es posible que usted tenga derecho a beneficios de compensación de trabajadores si usted se lesiona o se enferma a causa de su trabajo. La compensación de trabajadores cubre la mayoría de las lesiones y enfermedades físicas o mentales relacionadas con el trabajo. Una lesión o enfermedad puede ser causada por un evento (como por ejemplo lastimarse la espalda en una caída) o por acciones repetidas (como por ejemplo lastimarse la muñeca por hacer el mismo movimiento una y otra vez).

Beneficios. Los beneficios de compensación de trabajadores incluyen:

- **Atención Médica:** Consultas médicas, servicios de hospital, terapia física, análisis de laboratorio, radiografías, medicinas, equipo médico y costos de viajar que son razonablemente necesarias para tratar su lesión. Usted nunca deberá ver un cobro. Hay límites para visitas quiroprácticas, de terapia física y de terapia ocupacional.
- **Beneficios por Incapacidad Temporal (TD):** Pagos si usted pierde sueldo mientras se recupera. Para la mayoría de las lesiones, beneficios de TD no se pagarán por más de 104 semanas dentro de cinco años después de la fecha de la lesión.
- **Beneficios por Incapacidad Permanente (PD):** Pagos si usted no se recupera completamente y si su lesión le causa una pérdida permanente de su función física o mental que un médico puede medir.
- **Beneficio Suplementario por Desplazamiento de Trabajo:** Un vale no-transferible si su lesión surge en o después del 1/1/04, y su lesión le ocasiona una incapacidad permanente, y su empleador no le ofrece a usted un trabajo regular, modificado, o alternativo.
- **Beneficios por Muerte:** Pagados a sus dependientes si usted muere a causa de una lesión o enfermedad relacionada con el trabajo.

Designación de su Propio Médico Antes de una Lesión o Enfermedad (Designación previa). Es posible que usted pueda elegir al médico que le atenderá en una lesión o enfermedad relacionada con el trabajo. Si elegible, usted debe informarle al empleador, por escrito, el nombre y la dirección de su médico personal o grupo médico, *antes* de que usted se lesione. Usted debe ponerse de acuerdo con su médico para que atienda la lesión causada por el trabajo. Para instrucciones, vea la información escrita sobre la compensación de trabajadores que se le exige a su empleador darle a los empleados nuevos.

Si Usted se Lastima:

1. **Obtenga Atención Médica.** Si usted necesita atención de emergencia, llame al 911 para ayuda inmediata de un hospital, una ambulancia, el departamento de bomberos o departamento de policía. Si usted necesita primeros auxilios, comuníquese con su empleador.
2. **Reporte su Lesión.** Reporte la lesión inmediatamente a su supervisor(a) o a un representante del empleador. No se demore. Hay límites de tiempo. Si usted espera demasiado, es posible que usted pierda su derecho a beneficios. Su empleador está obligado a proporcionarle un formulario de reclamo dentro de un día laboral después de saber de su lesión. Dentro de un día después de que usted presente un formulario de reclamo, el empleador o administrador de reclamos debe autorizar todo tratamiento médico, hasta diez mil dólares, de acuerdo con las pautas de tratamiento aplicables a su presunta lesión, hasta que el reclamo sea aceptado o rechazado.
3. **Consulte al Médico que le está Atendiendo (PTP).** Este es el médico con la responsabilidad total de tratar su lesión o enfermedad.
 - Si usted designó previamente a su médico personal o grupo médico, usted puede consultar a su médico personal o grupomédico después de lesionarse.
 - Si su empleador está utilizando una Red de Proveedores Médicos (MPN) o una Organización de Cuidado Médico (HCO), en la mayoría de los casos usted será tratado dentro de la MPN o la HCO a menos que usted designó previamente un médico personal o grupo médico. Una MPN es un grupo de médicos y proveedores de atención médica que proporcionan tratamiento a trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si está cubierto por una HCO o una MPN. Hable con su empleador para más información.
 - Si su empleador no está utilizando una MPN o HCO, en la mayoría de los casos el administrador de reclamos puede escoger el médico que lo atiende primero, cuando usted se lesiona, a menos que usted designó previamente a un médico personal o grupo médico.
4. **Red de Proveedores Médicos (MPN):** Es posible que su empleador use una MPN, lo cual es un grupo de proveedores de asistencia médica designados para dar tratamiento a los trabajadores lesionados en el trabajo. **Si usted ha hecho una designación previa de un médico personal antes de lesionarse en el trabajo, entonces usted puede recibir tratamiento de su médico previamente designado.** Si usted está recibiendo tratamiento de parte de un médico que no pertenece a la MPN para una lesión existente, puede requerirse que usted se cambie a un médico dentro de la MPN. Para más información, vea la siguiente información de contacto de la MPN:

Página web de la MPN: www.talispoint.com/amtrust/campn

Fecha de vigencia de la MPN: 10/25/2021 Número de identificación de la MPN: 3154 Si usted necesita ayuda en localizar un médico de una MPN, llame a su asistente de acceso de la MPN al: 833-990-3601 Si usted tiene preguntas sobre la MPN o quiere presentar una queja en contra de la MPN, llame a la Persona de Contacto de la MPN al: 800-768-9605

Discriminación. Es ilegal que su empleador le castigue o despidan por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

¿Preguntas? Aprenda más sobre la compensación de trabajadores leyendo la información que se requiere que su empleador le dé cuando es contratado. Si usted tiene preguntas, vea a su empleador o al administrador de reclamos (que se encarga de los reclamos de compensación de trabajadores de su empleador):

Administrador de Reclamos: Amtrust North America Teléfono: 888-239-3909
Asegurador del Seguro de Compensación de trabajador _____ (Anote "autoasegurado" si es apropiado) Usted también puede obtener información gratuita de un Oficial de Información y Asistencia de la División Estatal de Compensación de Trabajadores. El Oficial de Información y Asistencia más cercano se localiza en: <https://www.dir.ca.gov/dwc/landA.html>
o llamando al número gratuito (800) 736-7401. Usted puede obtener más información sobre la compensación del trabajador en el Internet en: www.dwc.ca.gov y acceder a una guía útil "Compensación del Trabajador de California Una Guía para Trabajadores Lesionados."

Los reclamos falsos y rechazos falsos del reclamo. Cualquier persona que haga o que ocasione que se haga una declaración o una representación material intencionalmente falsa o fraudulenta, con el fin de obtener o negar beneficios o pagos de compensación de trabajadores, es culpable de un delito grave y puede ser multado y encarcelado.

Es posible que su empleador no sea responsable por el pago de beneficios de compensación de trabajadores para ninguna lesión que proviene de su participación voluntaria en cualquier **actividad fuera del trabajo, recreativa, social, o atlética** que no sea parte de sus deberes laborales.

Claims - Procedures for Reporting Incidents at PTA Events

(FOR WORKERS COMPENSATION CLAIMS SEE PAGE 33 OF THIS GUIDE)

AIM takes claims very seriously and asks that you let us know about a potential claim as soon as possible. We have included the following Incident Report/claim form in this publication, but you may also print one off from AIM's website www.aim-companies.com or call us at 800-876-4044.

The Incident Report Form must be completed for every incident and accident that occurs at the time of occurrence. A copy must be kept on file by your organization and additional copies should be sent to your district president and California State PTA at insurance@capta.org. If a very serious incident/accident is being reported, you may also want to call the California State PTA Insurance Broker-AIM.

The Incident Report 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.

If the incident being documented is not a claim and no party is seeking damages, retain the incident report for your records in the event it does become a claim. Signed forms should be kept on file for at least five years.

It is important you have full/complete information, but you must not give the impression that because you have completed an Incident Report Form 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. 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.

- ✓ Please have your collected vendor's Certificate of Insurance ready to submit if the claim involves a vendor.
- ✓ Please have the signed Participant Waivers ready if a claim involves someone who attended your function.
- ✓ Signed forms should be kept for at least five years.

To report an incident, distribute the completed Claim/Incident Report Form as follows:

- Email a copy to: California State PTA at insurance@capta.org.
- Email a copy to your district PTA president
- Retain one (1) copy for your files

TO REPORT A CLAIM (not just an incident):

- Email a copy to: PTAclaims@aim-companies.com
Or FAX to (214) 360-0802
- Email copy to all three (3) of the above.



Claim/Incident Report 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

Insured Information:

Name of Organization: _____	
Insured ID: _____	Policy Number: _____
Address: _____	Council: _____
City: _____	State: _____ Zip: _____

Person Reporting Claim:

Name: _____	Position: _____
Phone Number: _____	Email Address: _____

Type of Loss:

<input type="checkbox"/> Theft of money Was a police report filed? _____ If so, please include.
<input type="checkbox"/> Theft or Damage of property Was a police report filed? _____ If so, please include.
<input type="checkbox"/> Injury
<input type="checkbox"/> Other: _____

Witness Contact Information:

Witness Name: _____	Phone: _____
Email: _____	
Witness Name: _____	Phone: _____
Email: _____	

Occurrence:

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:

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.

12221 Merit Dr. Suite 1670

Dallas, TX 75251

800-876-4044 or 214-360-0801

Fax: 214-360-0802

Email: capta@aim-companies.com

Website: 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.