

*HOLMES MURPHY FRATERNAL PRACTICE  
INSURANCE AND CLAIM MANUAL*

*PREPARED FOR THE*



**NORTH AMERICAN  
INTERFRATERNITY  
CONFERENCE**



*EFFECTIVE FOR THE ANNUAL TERM:  
2020-2021*

# Table of Contents

---

Introduction .....	3
Liability Insurance Program.....	4
Interfraternity Council Insurance Program coverage includes:.....	4
Who is covered?.....	5
Who is not covered by this policy? .....	5
Adding an Additional Insured.....	5
Liability Insurance Definitions .....	6
Directors & Officers and.....	7
Employment Practices Coverage.....	7
Commercial Crime Coverage .....	8
Claims.....	8
APPENDIX .....	10
Incident Report Form .....	11

# Introduction

---

This manual is the work product of Holmes Murphy & Associates. Its purpose is to give you an understanding of the insurance coverages provided under the North American Interfraternity Conference insurance program. The information concerning insurance coverage found within this manual is a summary of coverage provided through the NIC. It is provided for informational purposes only and does not replace or supersede the actual insurance contract. For any specific questions regarding coverage, you should refer to the applicable insurance policy or contact your Client Service Consultant.

This manual also includes information to help you properly report all actual and potential insurance claims and assist you in locating other useful resources that you may find beneficial in your efforts to minimize your exposure to risk. The final responsibility for the success in this area rests with your organization and members. It is always important to remember a successful risk management program is built on three pillars:

1. Loss Prevention
2. Loss Control; and
3. Risk Transfer (Insurance)

The undergraduate and alumni members' willingness to understand and assume the responsibility of sound risk management practices is a cornerstone of the NIC's risk management program.

Holmes Murphy strives to provide risk management resources to complement the loss prevention and loss control efforts of our clients. Please visit [www.holmesmurphyfraternal.com](http://www.holmesmurphyfraternal.com) to review the Holmes Murphy web site. You will find many risk management resources and functions that can assist you in your daily operations such as information on your insurance protection, apply for additional lines of coverage, claim reporting and requesting an Additional Insured Certificate.

# Liability Insurance Program

---

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

The NIC provides General Liability, Directors & Officers, and Crime Coverage for IFCs who elect to participate in the IFC Insurance Program.

The General Liability policy provides coverage for claims brought by third parties that involve bodily injury, property damage and personal injury arising out of the operations and activities of an IFC. Coverage also extends to officers and volunteers while in the course and scope of their duties to the IFC.

**General Liability**

Insurer: Landmark American Insurance Company  
Policy Term: September 1, 2020 to September 1, 2021

**Limit of Coverage:**

Each Occurrence:	\$1,000,000
Policy Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal Injury and Advertising Limit:	\$1,000,000
Medical Payments:	\$5,000
Fire Damage:	\$1,000,000

**Interfraternity Council Insurance Program coverage includes:**

1. Commercial Liability  
Covers liability arising out of IFC activities and events that are either endorsed or sponsored by the council.
2. Products/Completed Operations Liability  
Covers preparation and consumption of food and beverages
3. Personal Injury & Advertising Injury  
Covers libel, slander, defamation of character, false arrest, detention, malicious prosecution, wrongful entry or eviction, invasion of privacy
4. Contractual Liability Coverage  
Under certain circumstances the coverage is extended to protect other parties with whom the Council may enter into a contractual agreement.

5. Damage to Premises You Rent  
\$1,000,000 Damage to Premises You Rent. This is not a substitute for property insurance. Damage to Premises You Rent liability coverage provides coverage for liability for damage to non-owned premises an IFC my rent. For premises leased for a period that exceeds seven days, the only perils that are covered are fire and smoke.
6. Worldwide Coverage  
Coverage worldwide for suits brought in the Coverage Territory of the United States, Canada or Puerto Rico, arising out of temporary travel by a person doing business for the Council and whose home is in the Coverage Territory.
7. Hired & Non-Owned Automobile Liability Coverage  
Provides insurance protection for liability arising out of the use of a Council officer or other volunteer's automobile while performing duties in the scope of the officer's position within the IFC. The Policy does not provide auto liability coverage for the owner or operator of the vehicle, only for the named IFC. The auto insurance of the driver or auto owner will be the primary insurance coverage before the policy of the IFC would come into play.

## **Who is covered?**

IFCs that have applied for and paid for the IFC Insurance Program. In addition to the participating IFCs, the following individuals and entities are covered:

- a. IFC Officers
- b. Alumni IFC
- c. Officers & Volunteers of each IFC

## **Who is not covered by this policy?**

- a. Any individual who is performing tasks outside of their responsibility for the IFC.
- b. Any member fraternity and their operations
- c. Any insured whose illegal or intentional actions result in injury to an individual or property damage.
- d. Fraternity and Sorority Life Advisors/Greeklife Advisors as they would be covered under the host institution's policy.

## **Adding an Additional Insured**

If you would like to add an Additional Insured to your policy, please contact [campus@nicfraternity.org](mailto:campus@nicfraternity.org)

## **Events not covered**

While the General Liability policy provides broad coverage, there are certain types of events and activities that are not covered. Provided below is a list of excluded events and activities.

1. Events that include inflatable devices;
2. Contact sporting events;
3. Events with slip and slides or similar water features; and
4. Any event that includes the service or consumption of alcohol.

If you have any questions regarding whether there are any potential coverage issues with a planned event, please contact Holmes Murphy at 402-898-4197.

## **Liability Insurance Definitions**

---

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

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

**Special Event: Special Event:** Events other than those where IFC business is the primary purpose of the meeting (e.g. IFC meetings, IFC recruitment, IFC hosted speaking/educational events, etc) are considered Special Events. In general, all special events are covered under the general liability policy. However, there are specific events that require pre-approval. When these sorts of events are planned by the IFC, approval from the NIC must be sought 30 days prior to the event date.

**General Liability Insurance:** Coverage that pertains, for the most part, to claims arising out of the IFC's liability for bodily injury or property damage caused to a third party resulting from the operations of the organization.

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

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

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

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

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

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

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

**Personal Injury & Advertising Injury:** Covers libel, slander, defamation of character, false arrest, detention, malicious prosecution, wrongful entry or eviction, invasion of privacy.

## Directors & Officers and Employment Practices Coverage

---

NIC offers Directors & Officers Coverage to participating IFCs only. Directors & Officers Coverage protects all directors, officers, volunteers and the entity for claims arising out of the failure or negligence in carrying out their fiduciary duties of diligence, obedience and loyalty to the organization they serve as a Director and/or Officer. Claims covered under a Directors' & Officers' Liability Policy are claims typically for financial injury and not bodily injury or property damage of a third party, which are insured by the General Liability Coverage.

Overview of the coverage is as follows:

Insurance Carrier:	RSUI Indemnity Company	
Policy Term:	August 1, 2019 to September 1, 2022	
Limit of Coverage:	\$1,000,000	Per Claim and Policy Aggregate
Deductible:	\$0	Individual D&O Each Claim
	\$15,000	Organization D&O Each Claim

# Commercial Crime Coverage

---

NIC provides blanket coverage for employee dishonesty, including volunteers and officers, and forgery and alteration of checks and a wide range of other lines of Commercial Crime Coverage for participating IFCs. To mitigate the exposure to embezzlement by an employee and/or volunteer officer, there are several best practices the IFC should employ. The most effective is segregating duties by having one someone other than the person who pays the bill reconcile the account. In addition, the IFC should require dual signatures on all checks over a certain dollar amount.

Overview of the coverage is as follows:

Insurance Carrier:	Zurich North America		
Policy Term:	September 1, 2017 to September 1, 2020		
Limits of Coverage:	Employee Theft- Per Loss Coverage:		\$25,000
	Employee Theft- Included Expenses:		\$25,000
	Forgery or Alteration:		\$25,000
	Inside Premises- Theft of Money & Securities:		\$25,000
	Inside Premises-		
	Robbery of Safe Burglary of Other Property:		\$25,000
	Outside The Premises:		\$25,000
	Computer Fraud:		\$25,000
	Funds Transfer Fraud:		\$25,000
	Money Orders and Counterfeit Paper Currency:		\$25,000
	Deductible:		\$1,000

## Claims

---

It is imperative that all losses or incidents be reported to the NIC. If you are unsure who your campus VP is, please reach out to [campus@nicfraternity.org](mailto:campus@nicfraternity.org). Once the claim report is sent to Holmes Murphy, you may be contacted directly by a representative of Holmes Murphy and/or the applicable insurance carrier to discuss the incident. Report any known facts even if you are unable to obtain all the necessary details when first notified of any incident.

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



# Claim Contacts

---

## General Liability, Crime, and D&O Insurance Programs Contacts

### **Holmes Murphy Claims Contacts**

13810 FNB Parkway, Suite 300, Omaha, NE 68154

Mary K. Mashek, Claim Specialist

Phone: 800- 736-4327 Ext. 5500

Fax: 800- 328-0522

Email: [mmashek@holmesmurphy.com](mailto:mmashek@holmesmurphy.com)

Rob Meraz, Client Advocate,

Phone: 800- 736-4327 Ext. 4189

Fax: 800- 328-0522

Email: [rmeraz@holmesmurphy.com](mailto:rmeraz@holmesmurphy.com)

### **After Hours Phone Number:**

Rob Meraz, Client Advocate

Phone: 402-619-6447

### **Submit Claims Online**

[http://holmesmurphyfraternal.com/Claim\\_Reporting/General\\_Liability\\_Claims/](http://holmesmurphyfraternal.com/Claim_Reporting/General_Liability_Claims/)

# APPENDIX

# INTERFRATERNITY COUNCIL

## *Incident Report Form*

Call Holmes Murphy Claims within first 24 hours of incident.

Mary K. Mashek, Claim Specialist  
 Phone: 800- 736-4327 Ext. 5500  
 Fax: 800- 328-0522  
 Email: [mmashek@holmesmurphy.com](mailto:mmashek@holmesmurphy.com)

Rob Meraz, Client Advocate,  
 Phone: 800- 736-4327 Ext. 4189  
 Fax: 800- 328-0522  
 Email: [rmeraz@holmesmurphy.com](mailto:rmeraz@holmesmurphy.com)

<b>IFC Name:</b>	<b>Person submitting report:</b>
<b>Your Title or Relationship to the IFC:</b>	<b>Your Phone Number:</b>
<b>Your Address:</b>	
<b>Date of Incident:</b>	<b>Time of Incident:</b>
<b>Location and Street Address of Incident:</b>	
<b>Was alcohol involved in this incident?</b>	

<b>Description of what happened and who was involved: (Use additional page if necessary.)</b>

**Injured Person(s) Use additional page if necessary**

<b>Name:</b>	<b>Name:</b>
<b>Male Female</b>	<b>Male Female</b>
<b>Age:</b>	<b>Age:</b>
<b>Member Non Member</b>	<b>Member Non Member</b>
<b>Street Address:</b>	<b>Street Address:</b>
<b>City, State, Zip:</b>	<b>City, State, Zip:</b>
<b>Telephone:</b>	<b>Telephone:</b>

**Witness(es) Use additional page if necessary**

<b>Name:</b>	<b>Name:</b>
<b>Street Address:</b>	<b>Street Address:</b>
<b>City, State, Zip:</b>	<b>City, State, Zip:</b>
<b>Telephone:</b>	<b>Telephone:</b>

**Contact Person for IFC**

<b>Name:</b>	<b>Phone:</b>
<b>Street Address:</b>	<b>City, State, Zip:</b>
<b>Was a police report made?</b>	<b>President:</b>
<b>Local Police Department:</b>	<b>Name:</b>
<b>Police Department Telephone:</b>	<b>Street Address:</b>
<b>Reporting Officer Name:</b>	<b>City, State, Zip:</b>
<b>Report #</b>	<b>Telephone:</b>
<b>Send one copy of report to:</b> Holmes Murphy Claims	Keep a copy of report for records