

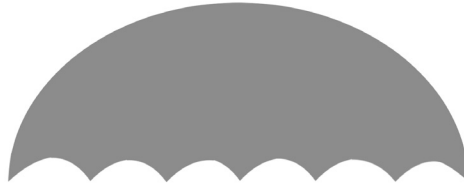
# **LIABILITY INSURANCE PROGRAM**

**March 31, 2023 to March 31, 2024**



**Benevolent and Protective  
ORDER OF ELKS  
of the United States of America**

**Elks Care — Elks Share**



# **LIABILITY INSURANCE PROGRAM**

**Coverages, Procedures, Claims Reporting and Loss Prevention**

*(For Further Loss Control Advice, Refer to Accident/Claim Prevention Manual)*

**March 31, 2023 to March 31, 2024**



**Benevolent and Protective  
ORDER OF ELKS**  
of the United States of America

**— TABLE OF CONTENTS —**

Administration. . . . . 1

Important Contact Information. . . . . 2

Insureds. . . . . 3

General Information . . . . . 4

    Coverage Scope

    Policy Information

    Coverage Limits

Coverage Description. . . . . 4-8

    Coverage Exclusions & Limitations . . . . . 6

    Coverages Not Included . . . . . 7

    Evidence of Insurance. . . . . 8

Certificates of Insurance . . . . . 9

    When Local Lodges are Required to Provide Them . . . . . 9

    When Local Lodges Should Require Them. . . . . 10

    Indemnification (*Hold-Harmless Agreement*) . . . . . 11

    Sample Certificate . . . . . 12

Additional Release/Indemnification Forms. . . . . 13

    For RV and Trailer Units/Parking Lots . . . . . 14

Reporting Claims (*Accident Report Forms*). . . . . 15

    Sample Accident Report Form . . . . . 16-17

Loss Prevention Program [Disclaimer] . . . . . 18

    Lodge Accident Prevention Managers  
    (per Section 12.070 of the Statutes) . . . . . 18-19, 26

        I. Introduction. . . . . 18

        II. Procedures. . . . . 19

            Self-Inspection Checklist. . . . . 20

        III. Accident Prevention . . . . . 21-22

        IV. Safety . . . . . 22-23

        V. Fire Prevention . . . . . 23-24

        VI. Crime Prevention . . . . . 25

        VII. First Aid and CPR. . . . . 26

        VIII. Alcohol Safety/Service. . . . . 26-28

# BENEVOLENT and PROTECTIVE ORDER of ELKS

## Liability Insurance Program

---

### — ADMINISTRATION —

The B.P.O.E. Liability Insurance Program was renewed on March 31, 2023. Coverage applies to all Local Lodges, State Associations exclusive of state major projects and the Grand Lodge. (*Note: Coverage for proposed new Lodges is effective on granting of dispensation by the Grand Exalted Ruler.*)

Included with this Guide are the following:

A General Description of the Program

An Insurance Certificate

Accident Report Forms

Contact information to report claims.

A Loss Prevention Program

*(Avoiding losses will save the Local Lodge money.)*

Gallagher Insurance is the appointed insurance broker and advisor for this program.



## Gallagher

Insurance | Risk Management | Consulting

**Gallagher Insurance**

(800) 421-3557

GGB.Elksinsurance@ajg.com

**For complete instructions on how to request Certificates of Insurance, see page 9.**

## — IMPORTANT CONTACT INFORMATION —

### — LIABILITY CLAIMS —

See pages 15-17 for complete instructions on how to handle and report **liability claims**. To **report** all liability claims:

Go to the Safety and Insurance webpage at [elks.org](http://elks.org). Complete the Accident Report form and e-mail to Gallagher Bassett at: [ElksReport@tnwinc.com](mailto:ElksReport@tnwinc.com).

— OR —

Call Gallagher Bassett at: 1-(844)-The-Elks (1-844-843-3557)

For questions about Coverage under the Master Liability Program, contact the Grand Lodge Insurance Department:

(773) 755-4714

[INSURANCE@elks.org](mailto:INSURANCE@elks.org)

Questions pertaining to the **Per Capita Assessment** funding the Program should be directed to the Office of the Grand Secretary.

---

---

### — PROPERTY CLAIMS —

Refer to the Property Plus Program Guide for instructions on how to handle and report property claims. To **report** a property claim:

Go to the Safety and Insurance webpage at [elks.org](http://elks.org). Complete the Property Claim Report form and e-mail to Gallagher Bassett at: [ElksReport@tnwinc.com](mailto:ElksReport@tnwinc.com).

— OR —

Call Gallagher Bassett at: 1-(844)-The-Elks (1-844-843-3557)

— INSUREDS —

**The Named Insureds under this Program are:**

The Benevolent and Protective Order of Elks of the United States, with all subsidiaries and affiliates of the Order, including the Grand Lodge; the National Veterans Service Commission; the National Memorial and Publication Commission; the National Convention Commission; the Grand Forum; the Elks National Foundation; the Elks Magazine; and the Veterans Memorial Restoration Trust.

State Associations officially recognized by the Order.

Local Lodges of the Order operating under charters and dispensations issued by the Order and in force and effect.

All separate Corporations organized by Local Lodges and existing under Section 16.030 of the Statutes of the Order or predecessor statutes.

Ladies' Auxiliaries of the Local Lodges, whether formally recognized or not, while acting on behalf of the Local Lodge (coverage is not included for any activities of state or national Auxiliary organizations).

Subsidiary Companies (including Subsidiaries thereof) of a Named Insured and any other Company coming under the Named Insured's control of which it assumes active management.

**The Persons Insured under the Program are:**

Any Executive Officer, Director, Stockholder, Trustee, Committeeman, Volunteer Worker, or Agent of a Named Insured while acting within the scope of his/her duties as such for the Named Insured.

Any Member of a Named Insured Lodge but only for liability arising out of the operations of the Named Insured.

Employees of the Named Insured while acting within the scope of their duties as such; however, insurance afforded to such Employees does not apply to bodily injury to other Employees of the Named Insured arising out of or in the course of their employment.

**NOTE: Specifically excluded herefrom are State Major Projects (*as defined in the current "Grand Lodge and State Associations Directory" published by Grand Lodge*) and any Executive Officer, Director, Stockholder, Trustee, Committeeman, Volunteer Worker, Employee or Agent of the Major Project.**

**This Resumé of Coverage is intended to facilitate your understanding of the Insurance Program. However, it *IS NOT* intended to Replace or Supersede any of the Contracts of Insurance obtained under this Program.**

## — GENERAL INFORMATION —

Pursuant to authority given at the 1984 Grand Lodge Session, a Liability Insurance Program was established to provide coverage for all Local Lodges, State Associations and the Grand Lodge. The program became effective on October 1, 1984. [Section 4.231, GLS] The following information applies for the policy period beginning March 31, 2023 and ending March 31, 2024.

### COVERAGE SCOPE

- 1. Commercial General Liability** Insurance including Liquor (“Dram Shop”) Liability, Product Liability, Contractual Liability and Personal Injury Liability.
- 2. Non-owned and Hired Automobile Liability** Insurance. (*Note that coverage does not apply to the vehicle itself, the owner of the vehicle, or any vehicle owned by the Lodge; also note exclusion H.*)
- 3. Employers Liability** Insurance (Stop-Gap) is provided for entities located in those States with laws requiring purchase of Workers’ Compensation insurance from a State Fund.

### POLICY INFORMATION

**Insurance Company Names, Policy Numbers and Policy Limits** are listed on the Insurance Certificate provided on Page 8.

### COVERAGE LIMITS

Under this plan, the first \$1,500,000 of aggregate losses occurring in each section of coverage is assumed by the Master Liability Program, which is funded out of the per capita assessment. Should a loss or losses occur, the \$1,500,000 would be borne by the program. The Local Lodges have coverage on a first-dollar basis.

There is a \$6,500,000 limit per occurrence.

- 1.** For general liability exposures (premises operations, Lodge operations on or off premises), personal injury, non-ownership hired car coverage, fire damage liability and other stated coverages.
- 2.** For liquor liability exposures.
- 3.** For products and completed operations.

## — COVERAGE DESCRIPTION —

### COMMERCIAL GENERAL LIABILITY INSURANCE

Protection is afforded against legal liability resulting from bodily injury/property damage that arise from insured Elks’ activities. In addition to payment for damages, the Program also provides payment for investigation and legal defense.

#### **Premises — Operations**

Covers liability for bodily injury and/or property damage arising from the use of owned or leased premises or Lodge activities off premises.



**Personal Injury — Advertising Injury**

Covers injury arising out of libel, slander, violation of an individual's right of privacy or occupancy, discrimination, false arrest, detention, malicious prosecution, or wrongful eviction. *(Coverage is excluded for claims of libel or slander by membership candidates arising out of the membership selection process at the Local Lodge level; discrimination coverage is limited to controversies regarding membership requirements established by the Statutes of the Order.)*

**Contractual Liability**

Covers bodily injury and property damage liability of an insured arising from a contract relating to the conduct of the Named Insured's business.

**Independent Contractors**

Covers an Insured's liability for actions of contractors hired to perform work on an Insured's premises or whose activities are related to an Insured's operations.

**Liquor Liability**

Covers claims brought against an Insured based on the selling or serving of alcohol, either on an Insured's premises or at an Insured's sponsored activity away from the premises.

**Product Liability**

Covers an Insured's liability for injury or damage caused by the Insured's products, occurring away from the Insured's premises and after physical possession has been relinquished to others.

**Fire Legal Liability**

Covers damages for which an Insured is legally responsible that result from a fire on premises leased from others. *(Coverage is not provided in circumstances where there has been a failure to obtain coverage required under a contract.)*

**Non-Owned Watercraft Liability**

Covers liability for operating watercraft (under 52 feet in length) not owned by a Named Insured.

**Employee Benefits Liability**

Covers legal obligations for damages sustained by an employee, prospective employee, former employee or beneficiaries, caused by any negligent act, error, or omission of the Insured or his employees in the administration of Employee Benefit Plans (a group program provided by an employer). Coverage is afforded only for claims "first made" during the policy period, regardless of when the negligent act occurred. *(Employee Benefit Plans are: group life, accident and health, profit sharing, IRS qualified pension, unemployment, or disability plans.)*

**Pesticide and Herbicide Applicators Liability (Golf Courses Only)**

Covers bodily injury or property damage arising out of the use and application of herbicides and pesticides on owned or leased premises if use meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government having application to such operation or if such discharge, dispersal, release or escape is sudden and accidental.

### **Media Liability Coverage (on a “claims-made” basis with a \$5,000 deductible)**

This coverage provides protection for losses that may result from publications and internet exposures normally associated with Lodge operations. Coverage is afforded for defamation and disparagement, invasion, infringement or interference with rights of privacy or publicity, infringement of title, slogan, trademark, trade name, trade dress, service mark, service name, copyright or plagiarism and unfair competition in conjunction with certain types of claims. (There is a single blanket limit covering all Elks entities.)

### **Non-Owned and Hired Auto Liability**

This coverage protects against damages for which an Insured is legally liable that result from the use of a non-owned or hired automobile. No coverage is obtained for uninsured or under-insured motorists, and the policy specifically rejects and excludes any coverage of this type.

Coverage DOES NOT apply to:

- ▶▶ damage to the vehicle being used.
- ▶▶ vehicles owned by an Insured or member of his/her household.
- ▶▶ protect the owner of the vehicle rented or borrowed.

### **Officers, Committeemen, Employees, Members & Volunteers as Additional Insureds**

Provides protection against the types of claims outlined above for such persons when acting within the scope and course of their duties as an agent of the Named Insured.

### **PERTINENT EXCLUSIONS & LIMITATIONS**

- A.** No coverage is afforded for state or national Ladies Auxiliary organizations.
- B.** No coverage is afforded for claims alleging errors in judgment or mistakes in operations of either a Lodge or Club or employment practices.
- C.** No coverage is provided for claims involving pollution in general or claims related in any way to asbestos, lead or mold (*except the limited coverage afforded for golf courses*).
- D.** No coverage is provided for bodily injury or personal injury to an employee, former employee or applicant for employment arising out of their employment for an Insured or caused by another employee of the Insured.
- E.** No coverage is afforded for any obligation for which the Insured or any carrier as his Insurer may be held liable under any workers' compensation, unemployment compensation or disability benefit law or under any similar laws. (*It is strongly recommended that all Lodges obtain minimum premium workers' compensation coverage, even if they have no permanent employees.*)
- F.** No coverage is provided for claims of libel or slander by membership candidates arising out of the membership selection process at the Local Lodge level.
- G.** No coverage is afforded for bodily injury or property damage arising out of the use of mobile equipment (*including, but not limited to, all-terrain vehicles, dirt bikes, motorcycles, lawn mowers, utility vehicles*) in competition or racing events or in practice or for general recreational use or stunts or in preparation for such activities.
- H.** Coverage under the Master Liability Program may not be provided to any insured entity or person that does not cooperate in the investigation and defense of any claim made under the Program or in the case of failure to provide all notices or legal complaints in a timely fashion to the claims administrator.

## — COVERAGES NOT INCLUDED —

Since the Program deals solely with Liability Insurance, there are a number of exposures that a Lodge or State Association must evaluate and insure separately. Among them:

**Fire, Extended Coverage** and other perils on real and personal property.<sup>1</sup>

Damage to **Boiler**, Pressure Vessels, Air-Conditioning Systems and other Mechanical / Electrical Equipment.<sup>1</sup>

**Directors & Officers** Liability (D&O). (This type of coverage refers primarily to misjudgment in Lodge management or possibly to discriminatory practices.)<sup>2</sup>

Insurance on **Owned Vehicles**. No coverage is provided for any person for uninsured or under-insured motorists. This coverage has been excluded and rejected for vehicles of any type.

**Owned Watercraft** over 18 feet in length or any watercraft propelled by sail, engine power or electrical power regardless of length.

**Non-Owned Watercraft** over 52 feet in length.

**Owned Aircraft.**

**Pollution** Liability. This may be important to Lodges that have a potential for discharging any waste products into the environment that utilize large amounts of chemicals, such as insecticides, in their operations or have underground fuel storage tanks. No coverage is provided for exposure to asbestos, lead or mold. (*Limited coverage is provided for golf courses under some circumstances.*)

**Accident, health, life or disability** or any employee benefit coverage.

**Employee Dishonesty** (including required bonds on Lodge Officers).<sup>1</sup>

**Robbery and Burglary.**<sup>1</sup>

**Surety Bonds** of any kind, including those required by federal, state or local governmental bodies.

**Workers' Compensation.**

Liability for **tenants** or **independent contractors**.

Insurance on **personal autos, residences** or other **property of officers and members** even if they are used occasionally for Lodge or Association business.

**Employment Practice Coverage.** (This coverage includes wrongful discharge, discrimination of all types and sexual harassment.)<sup>2</sup>

Claims arising from the **Business risk of operations** that do not involve bodily injury or property damage.

**Breach of contract** claims that do not involve bodily injury or property damage.

<sup>1</sup> Local Lodges must participate in the Elks Property Plus Program per Section 4.232 of the Statutes of the Order.

<sup>2</sup> Can be obtained through the voluntary program available to Local Lodges through Gallagher Insurance at (800) 421-3557.

**— EVIDENCE OF INSURANCE —**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/23/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Elks Insurance Program	
	<b>PHONE (A/C, No, Ext):</b> 800-421-3557	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> GGB.Elksinsurance@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Old Republic Insurance Company		24147
<b>INSURER B :</b> Westchester Fire Insurance Company		10030
<b>INSURER C :</b> AXIS Surplus Insurance Company		26620
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES                                      CERTIFICATE NUMBER:** 19398993                                      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Occurrence			MWZY31289223	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 LIQUOR LIABILITY AGG \$ 1,500,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31289123	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			G22012526018 P00100109150001	3/31/2023 3/31/2023	3/31/2024 3/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

## — CERTIFICATES OF INSURANCE —

The function of an Insurance Certificate is to provide those asking for certificates — the Certificate Holder — with evidence that various obligations can be satisfied (paying liability losses assumed under contract; paying for loss or damage to property for which it is responsible, etc.).

### WHEN LOCAL LODGES ARE REQUIRED TO PROVIDE CERTIFICATES OF INSURANCE:

If an Insurance Certificate is required by a third party in connection with a lease of premises, special event or other activity, contact:

**Gallagher Insurance**  
(800) 421-3557  
GGB.Elksinsurance@ajg.com

While we recommend that Certificate requests be made in writing, you may contact the Elks Team at Gallagher by phone when time does not permit a written request.

You will need to provide the following:

- **Name** and **address** of Certificate Holder.
- Nature of the **activity** (lease, special event, etc.).
- **Date** of event.
- Whether the Certificate Holder is to be named as an **Additional Insured under the Program** (*please note there are strict limitations when it comes to issuing Additional Insured Certificates for certain events; activities not related to normal Lodge operations; or the service of alcohol to the public*).
- **Any special requirements** as to the insurance limits or Certificate wording (*provisions related to certain events; leases with hold harmless or indemnity agreement requirements; and/or other contracts must be reviewed and approved*).

The **Certificate** provided on the preceding page is for informational purposes only.

**Review ALL documents signed on behalf of the Lodge.**

**DO NOT provide indemnification to others  
without a full review by the Lodge's attorney.**

**The Elks Master Liability Program  
is NOT TO BE USED to provide coverage for another  
organization's activities or for business operations  
not related to normal Lodge functions.**

## WHEN LOCAL LODGES SHOULD REQUIRE CERTIFICATES OF INSURANCE:

The Lodge must require an Insurance Certificate as evidence of insurance coverage when any entity or individual—including a Lodge member—utilizes the Lodge facilities; participates in a sponsored event; or works on Lodge premises. This applies to anyone renting the facilities for a single event and/or on a long-term basis; anyone working on your premises (or during a sponsored event); and any independent contractor performing services for your Lodge, be they a building contractor, restaurant or bar concession, or corporate reception. ***A contract with a hold-harmless provision must be obtained, and the Lodge must be named as Additional Insured.***

### **How to obtain:**

Your lease/rental agreement must include a list of insurance requirements and a hold-harmless provision establishing the responsibilities of the tenant/renter with respect to liability claims arising out of the event and/or their use of the Lodge facilities. The tenant/renter should provide you with evidence of insurance that names the Lodge as an “Additional Insured” before they are given access to the Lodge facility (being named as an Additional Insured on the user’s policy will provide the Lodge with liability protection under the user’s policy, which will help keep the costs of your program down).

**Any entity or individual—including a Lodge member—renting or using the Lodge should provide a signed indemnity agreement that includes language similar to the sample indemnification form found on the next page. Anyone renting or using the Lodge should also name the Lodge as additional insured on their liability policy. If this cannot be done, Gallagher’s Facility Rental Program at [www.elks.org/resources/accident/](http://www.elks.org/resources/accident/) provides General and Liquor Liability coverage that includes the Lodge AND the user/renter as named insureds (Lodges can call Gallagher at (800) 421-3557 for more information on how to obtain such policies).**

Those who do not comply with this procedure cannot be allowed to use the Lodge facilities.

### **What information do you need?**

It is important to establish your priorities as to who should be allowed to use the Lodge and in requesting and reviewing evidence of insurance.

The evidence of insurance should include:

- ✓ Name of insurance company
- ✓ Named Insured and address
- ✓ Description of Coverage — Comprehensive General Liability, including Products, Contractual Liability insuring the indemnification and Workers’ Compensation
- ✓ Policy numbers
- ✓ Policy periods
- ✓ Limits of Liability
- ✓ Description and location
- ✓ The Lodge name, number and address as Certificate Holder and an indication the Lodge is named as Additional Insured
- ✓ Notice of cancellation provision
- ✓ Authorized signature



**— INDEMNIFICATION —**

Local Lodges seeking indemnification from lessees, renters and contractors can use the following suggested language:

**Indemnity for Groups or Individuals Renting/Using/Leasing Lodge Facilities**

For valuable consideration, the receipt whereof is hereby acknowledged, (*the facility user*) does hereby agree to indemnify and hold harmless the (*Lodge name/number*) from any and all claims, costs of defense or expenses arising out of (*description of activities*), except for the sole negligence of the Lodge. (*The facility user*) further agrees to name the (*Lodge name/number*) as additional insured under their general liability policy, which will be obtained from an insurance company the Lodge finds satisfactory and provide the Lodge with: **(1)** a separate endorsement reflecting the Lodge’s status as an additional insured; **(2)** a provision in the policy for thirty (30) days’ notice of cancellation or material change; and **(3)** evidence of the following insurance coverage (such coverage and certificate must be issued without any disclaimers or limitations):

<u>COVERAGE</u>	<u>AMOUNT</u>
GENERAL LIABILITY	* \$1,000,000 per occurrence (including products and contractual liability)
AUTOMOBILE LIABILITY (where applicable)	\$1,000,000 per occurrence
WORKERS’ COMPENSATION (where applicable)	Statutory

**\*The required coverage amounts mentioned above may be increased/ decreased depending on circumstances (the \$500,000 coverage limit available through the “Special Event Policy” program administered by Gallagher is also acceptable).**

(Please refer to the sample “Certificate of Liability Insurance” provided on the next page for recommended format.)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC #
	INSURER B :	
INSURED	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Occurrence						EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 LIQUOR LIABILITY AGG \$ 1,500,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**— RELEASE FORMS/INDEMNIFICATION FOR OTHER ACTIVITIES —**

Lodges that conduct events such as car shows, flea markets and other events where groups of people or organizations are allowed to use the Lodge facilities or participate in some sort of an event held by the Lodge can use the following language:

**Release for (name of event)**

I, (participant's name), for being allowed to participate in (event name), agree to indemnify and hold harmless the (Lodge name, number), its officers, employees and members from any claim and/or attorney fees arising out of my participation in this event, except for the sole negligence of the Lodge. I further agree the Lodge is not responsible for damage to my property and waive subrogation on any insurance policy I may have.

Furthermore, I allow the use of photographs or images arising out of my participation in this event.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DATE

Lodges that conduct events involving individual participation—such as sporting events or other forms of activity—can use the following language:

**Release for Individual Participating in Sporting Events**

I, (participant's name), for being allowed to participate in (event name), agree to indemnify and hold harmless the (Lodge name, number), its officers, employees and members from any and all claims or injury to myself arising out of my participation in this event.

(If the participant is a minor, a parent or guardian must sign, thereby providing permission for the named minor to participate in the named event).

Furthermore, I allow the use of photographs or images arising out of my participation in this event.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DATE

**— LIMITING POTENTIAL FOR CLAIM DEMANDS —**  
**(RV and TRAILER UNITS/PARKING LOTS)**

Many Lodges offer facilities that accommodate RVs and trailers (this is particularly true during the winter months for Lodges located in southern and western states).

Each Lodge should review its policy with reference to safety and make sure the Lodge is not accepting responsibility for these units. The Lodge cannot be a guarantor for damage done to these units or for liability claims arising out of these units being parked on the Local Lodge's property.

It is suggested that every Lodge have each RV/trailer owner sign an agreement that includes the following language:

**Use Agreement for RVs and Trailers for (Lodge Name and Number)**

In consideration for being allowed to park my unit in the appropriate area designated by the Lodge, I hereby agree to indemnify and save harmless the Lodge from any and all claims and expenses arising out of my parking or use of the facilities, except for the sole negligence of the Lodge. I further agree that no claim for damage to my property will be made against the Lodge under any circumstances and that any rights of subrogation for damage to my property are waived.

\_\_\_\_\_

Unit Owner

\_\_\_\_\_

DATE

It is also recommended that every Lodge post signs in the parking lot and throughout the RV/trailer facilities that state:

**NOTICE**

This facility is not responsible for any damages or loss to any vehicle parked at this location.

Anyone parking in this facility's parking lot or using the Lodge's RV/trailer facilities does so at their own risk.

## — REPORTING CLAIMS —

Liability losses that include injury to a third party or damage to his/her property should be reported to Gallagher Bassett Services, Inc. Report all known claims or incidents that you believe will result in a claim (if in doubt, always err on the side of reporting).

**Losses involving serious bodily injury as well as ANY and ALL lawsuits should be reported immediately by telephone.**

**If a Lodge employee is injured on the job, such claims should be reported to the Lodge's workers' compensation insurance carrier (DO NOT report such claims to Gallagher Bassett Services). Any other claim made by an employee for alleged wrongdoing should be reported to the Lodge's Directors & Officers insurance carrier.**

### Accident Report Forms

All Lodge officers/managers and State Associations now have access to the *Gallagher Bassett Accident Report Form* at [www.elks.org/resources/accident/](http://www.elks.org/resources/accident/). This form can be printed and saved or submitted directly to Gallagher Bassett Services via e-mail with the "Submit to Gallagher Bassett" button located at the bottom of the fillable form (*a sample form is also available on the next page*).

**IMPORTANT! You MUST include the Lodge name and number or State Association on all accident reports and any correspondence. You must also include the name, telephone number and email address of the person making the report.**

Send originals of the report to Gallagher Bassett Services, Inc. and retain one copy of the report for your file.

Correspondence pertaining to liability claim matters should be directed to:

**Gallagher Bassett Services, Inc.**

**National Claims Unit**

1-(844)-The-Elks (1-844-843-3557)

ElksReport@tnwinc.com

Immediately after an accident, fill out this form and send to:



**GALLAGHER BASSETT SERVICES, INC.**  
 (See Claim Procedures on previous page for Complete Instructions)

**ACCIDENT REPORT**



THIS ACCIDENT RESULTED IN:	
<input type="checkbox"/>	BODILY INJURY
<input type="checkbox"/>	PROPERTY DAMAGE ONLY

(Please fill in all spaces — This form is to be completed by Lodge Management, **NOT** by the Claimant)

**CLIENT: B. P. O. ELKS**

LODGE #	LODGE NAME	ADDRESS		
CITY	STATE	ZIP CODE	PHONE	
E-MAIL		ALTERNATE PHONE		

**CLAIMANT**

NAME	AGE	PHONE	E-MAIL	
ADDRESS	CITY	STATE	ZIP CODE	
OFFICIALS CALLED TO THE SCENE	<input type="checkbox"/> POLICE <input type="checkbox"/> FIRE DEPT. <input type="checkbox"/> AMBULANCE	IS CLAIMANT	<input type="checkbox"/> AN ELKS MEMBER? <input type="checkbox"/> A LODGE EMPLOYEE? <input type="checkbox"/> RECEIVING ANY COMPENSATION?	

**DETAILED DESCRIPTION OF INJURY/LOSS (What Happened?)**

DATE OF INJURY/LOSS	TIME OF INJURY/LOSS	AM <input type="checkbox"/>	WHERE DID INJURY/LOSS OCCUR? (parking lot, kitchen, bar, etc.)
		PM <input type="checkbox"/>	

DID INJURY/LOSS OCCUR DURING RENTAL EVENT?  YES  NO  
 IF "YES," DID RENTER PROVIDE INDEMNITY/EVIDENCE OF INSURANCE?  YES  NO

**WITNESSES**

NAME	PHONE	E-MAIL		
ADDRESS	CITY	STATE	ZIP CODE	
NAME	PHONE	E-MAIL		
ADDRESS	CITY	STATE	ZIP CODE	

**LODGE OFFICER OR MANAGER WHO COMPLETED FORM**

NAME	TITLE		
DAYTIME PHONE	WHEN TO CONTACT	E-MAIL	
	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>		
DATE OF REPORT	SIGNATURE <i>(Type name here to sign electronically)</i>		

CLAIMANT IS NOT TO COMPLETE/SIGN/SUBMIT REPORT.

Submit to Gallagher Bassett

## Important

This form contains the information necessary to investigate potential liability claims. Please provide as much detail as possible and forward the completed form to Gallagher Bassett Services. Upon receipt, Gallagher Bassett Services will coordinate handling and claim adjustment.

## CLAIM PROCEDURES

**Serious accidents and all lawsuits should be immediately reported:**

Go to the Safety and Insurance webpage at [elks.org](http://elks.org). Complete the Accident Report form and e-mail to Gallagher Bassett at: [ElksReport@tnwinc.com](mailto:ElksReport@tnwinc.com).

— OR —

Call Gallagher Bassett at: 1-(844)-The-Elks (1-844-843-3557)

**Any claim made by an employee injured on the job should be reported to the Lodge's Workers Compensation insurance company, not Gallagher Bassett Services. Any other claim made by an employee for alleged wrongdoing should be reported to the Lodge's Directors and Officers insurance carrier.**

**All Lodge officers/managers and State Associations now have access to the *Gallagher Bassett Accident Report Form* at [www.elks.org/grandlodge/accidentPrevention/](http://www.elks.org/grandlodge/accidentPrevention/). This form can be printed and saved or submitted directly to Gallagher Bassett Services via e-mail with the "Submit to Gallagher Bassett" button located at the bottom of the fillable form (*a sample form is also available on opposite page*).**

### Applicable in California

For your protection, California Law requires the following to appear on this form:  
It is unlawful to:

- (a) Present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.
- (b) Prepare, make or subscribe any writing, with intent to present or use the same, or allow it to be presented or used in support of any such claim.

Every person who violated any provision of this section is punishable by imprisonment in the state prison, or by fine not exceeding one thousand dollars (\$1,000) or by both.

### Applicable in Florida, Idaho, and New York

Any person who Knowingly and with intent to Injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony\*+

\* In Florida - Third Degree Felony

+ In New York - Insurance Fraud:

In Third Degree – Class A Misdemeanor

In Second Degree – Class E Felony

In First Degree – Class D Felony

# BENEVOLENT and PROTECTIVE ORDER of ELKS

## Loss Prevention Program

---

Under the Order's Master Liability Insurance Program, funds generated by the per capita assessment pay the necessary premiums; the cost of claims handling; and the losses that are less than the retention (deductible).

The number and amount of losses have a direct impact on the per capita assessment required to fund the Program. Therefore, it is in our Lodges' best interest to engage in successful loss prevention practices. With this in mind, Section 12.070 of the Statutes of the Order was changed in 1992 to require that each Lodge appoint an Accident Prevention Manager from the members of the Board of Trustees (*this designated Trustee may have a deputy or deputies*). **[See pages 46-47 of the Accident/Claim Prevention Manual, 7th Edition, for suggested job description.]**

### — DISCLAIMER —

The B.P.O. Elks of the USA (Grand Lodge) has prepared this information to assist the Lodges of this Fraternal Order.

Each of these Lodges is an independent corporation or other type of entity formed within the state in which it resides. The Grand Lodge of the Order has no control over the day-to-day operations or the personnel practices of these entities and does not undertake any responsibility for the enactment of the recommendations in this program booklet or for any inspection, monitoring or enforcement of the described recommendations.

Lodge management is responsible for establishing and implementing accident prevention activities and other procedural policies for each Lodge. The Grand Lodge is neither responsible nor empowered to be responsible for establishing such procedures. Furthermore, the Grand Lodge is neither responsible nor empowered to be responsible for monitoring the effectiveness of such policies.

## I. INTRODUCTION

### WHAT IS LOSS PREVENTION?

1. Loss prevention is a methodical procedure which, if followed consistently, will enable Lodges to **identify** hazardous situations and **prevent** accidents.
2. Loss prevention is a means of recognizing and **preventing** accident potential for members, guests, employees and physical assets.
3. **Lodges are solely responsible** for properly maintaining their facilities and regulating their activities as they relate to loss prevention.

### WHY LOSS PREVENTION?

Successful loss prevention programs will **save Lodges money** by reducing the direct and indirect cost of losses encountered in daily operations. In addition to "covered" losses, each accident spawns a series of uninsured or hidden costs that result in dollars paid out by the Lodge. Controlling losses is a critical function in eliminating:

- ⊙ Time spent on accident investigation
- ⊙ Cleanup after accident or loss
- ⊙ Damage to personal property and/or your premises
- ⊙ Loss of income
- ⊙ Adverse public relations

These hidden costs may be more important to the Lodge than the "covered" loss itself.

Loss Prevention will result in cost control, both direct and indirect. It's your Lodge; it's your money. It makes great sense to protect your investment and your membership.

### **WHO PERFORMS LOSS PREVENTION ACTIVITIES?**

Per Section 12.070 of the Statutes of the Order, a member of the Board of Trustees is to be appointed as Lodge Accident Prevention Manager who—along with any appointed deputy/deputies—is responsible for Lodge accident prevention activities. Ultimately, however, all Lodge officers and members have accountability for a successful loss prevention program. To assist the Lodges and to provide a supportive resource, each State Association appoints an State Accident Prevention Chair. The Grand Lodge Insurance Department is also available to provide assistance and advice. **[See pages 46-47 of the Accident/Claim Prevention Manual, 7th Edition, for a suggested job description.]**

### **WHEN SHOULD LOSS PREVENTION ACTIVITIES TAKE PLACE?**

Loss Prevention is an around-the-clock activity that includes safety while the Lodge is open and proper security when the Lodge facility is closed. Potentially hazardous situations should be remedied immediately. **Effective loss prevention is a vital component in a well-operated Lodge.**

## **II. PROCEDURES**

### **ACCIDENT PREVENTION MANAGER**

Appoint a member of the Board of Trustees as Accident Prevention Manager as provided in Section 12.070 of the Statutes of the Order (additional deputies may be appointed). Good candidates would be Lodge members who are policemen, firemen or some other occupation dealing with safety practices. Accountability is crucial in a Loss Prevention Program:

1. Regularly inspect all areas of the Lodge (the Self-Inspection Checklist on page 20 will help simplify the inspection process).
2. Recognize hazards and recommend corrective procedures.
3. Thoroughly investigate any accident or loss that occurs to see what can be done to prevent a recurrence.
4. Frequently review and utilize the safety data prepared by Grand Lodge, which includes this booklet, the Accident/Claim Prevention Manual; and various other informational materials available at: [www.elks.org/resources/accident/](http://www.elks.org/resources/accident/).

### **SELF-INSPECTION CHECKLIST**

A Self-Inspection Checklist is enclosed (see page 20):

1. Use it immediately to **identify** any current hazards;
2. Act to **correct** or eliminate any hazards; and,
3. **Review** the Checklist each quarter to be sure no new hazards have been created.

### **LOSS PREVENTION MEASURES**

The following pages reference a variety of areas included in a successful Loss Prevention Program. Although only Liability Insurance is afforded under this program, sections on fire and crime prevention have been included as well. Loss Prevention is a total effort and requires activities in all areas of operation.

**REMEMBER: The time and effort spent on loss prevention will be more than compensated for in:**

- ❶ **Accidents that DO NOT HAPPEN!**
- ❷ **Losses you DO NOT SUFFER!**
- ❸ **REDUCED per capita assessments!**



# SELF-INSPECTION

COMPLETED BY: \_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_\_

Lodge Name & Number \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**NOTE TO DISTRICT DEPUTIES:** Please access Self-Inspection checklist at: <http://www.elks.org/members/ddselfinspection.cfm> for filing online.

<b>1 Access Roads, Walkways, Parking Areas</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Free of debris, cracks, broken pavement			
b. Different elevations between adjacent walkways provided with guards or well marked			
c. Walkways flat, well-drained, without holes			
d. Fences & barricades secured & in good condition			
e. Pathways & parking areas have adequate lighting			
f. Walkways have safe clearance from motorized equipment			
g. Signs indicating "Park at your own risk"			
<b>2 Stairs, Ramps &amp; Elevators/Lifts</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Standard stair rails or handrails provided on stairways with four or more stairs & ramps			
b. Handrails well secured with no sharp or rough parts			
c. Stair treads & risers free of chips, cracks, unevenness			
d. Stair treads & ramps slip resistant			
e. Stairways & ramps have adequate lighting			
f. Stairs have at least 6½ feet overhead clearance			
g. Elevators/lifts inspected as required by local law			
<b>3 Floor &amp; Wall Openings</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Large glass areas subject to human impact well marked			
b. Floor opening provided with guard rail or cover			
c. Grate type covers designed not to affect foot traffic			
d. Safe, non-skid floors			
<b>4 Entrances/Exits</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Emergency lighting provided in corridors & stairways			
b. All exits marked & properly illuminated			
c. All doors, passages, stairs that aren't exits properly marked			
d. All exits & passageways free of obstructions			
e. At least two exits provided from upper floors			
<b>5 Exit doors</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. All exit doors open in the direction of exit			
b. Cold storage room doors provided with inside release			
c. Doors opening into street provided with warnings or barriers to prevent stepping into path of vehicles			
<b>6 Storage Areas</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Storage areas clean, dry & free of obstructions			
b. Storage area locked while unattended			
c. Flammables & combustibles stored away from heating devices & open flames			
d. Trash & debris in metal covered containers & regularly removed			
<b>7 Emergency &amp; First Aid</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Emergency numbers posted at each phone			
b. Employees instructed on reporting emergencies			
c. Employees instructed on use of portable extinguishers			
d. First Aid kits clean and fully stocked			
<b>8 Outdoor Fixtures &amp; Playgrounds</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Benches & tables free of cracks, splinters & broken parts			
b. Water fountains & taps in good repair without broken parts			
c. BBQ free of sharp edges or missing parts			
d. Playground equipment clean & in good repair			

<b>9 Swimming Pool</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Appropriate caution signs posted			
b. Properly enclosed to prevent falling into pool or access to children			
c. Glass cups & plates not allowed in pool area			
d. Remove diving board			
e. Certified lifeguard on duty when pool is open			
<b>10 Kitchen, Bar &amp; Restaurant</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Metal container with cover provided for greasy rags			
b. Knives stored in holders when not in use			
c. Electrical cords & plugs of appliances in good condition			
d. Food processing equipment properly guarded & in good repair			
e. Glass stored away from open ice storage & food storage areas			
f. Gas & beverage concentrate cylinders secured against tipping			
g. Drain & other floor openings covered			
h. Non-skid mats provided in line with sinks, ice machine, range, etc.			
i. Mats clean and free of grease or other build-up			
j. Food stored off the floor			
k. Food covered & stored in refrigerator when not being prepared; proper temperature maintained			
l. Hood & filters over range clean & not laden with grease			
m. Suppression system in hood inspected in last 6 months			
n. Chairs, stools & tables in good condition			
o. Board of Health certified server and inspection			
<b>11 Restrooms, Locker Rooms, Showers &amp; Saunas</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Well-maintained, dry, clean, sanitized & free of debris			
b. Adequate lighting; burned out bulbs promptly replaced			
c. Hand towel, soap, toilet paper & sink fixtures secured and in good repair			
d. Toilet stall & locker walls, doors & latches secure and in good repair			
e. Walking surfaces made of non-skid materials			
f. Appropriate warning signs posted: "CAUTION — SLIPPERY WHEN WET" or "DO NOT USE OVER 15 MINUTES," etc.			
<b>12 Personal Protection Devices</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. Appropriate protective devices provided for chemicals on site, including masks, safety aprons, gloves, goggles, etc.			
b. Compliance with "Right to Know" requirements where applicable			
<b>13 Protection Devices</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
a. All automatic fire sprinkler system supply valves wide open			
b. All heat/smoke detection systems in operation			
c. Portable extinguishers serviced in last 12 months & tagged			
d. Pressures in appropriate range on gauge			
e. Extinguishers properly mounted at stations			
f. Extinguishers recharged, as required			
g. All sleeping quarters provided with smoke detectors unless provided with automatic sprinklers and carbon monoxide detectors			



### III. ACCIDENT PREVENTION

#### PUBLIC SAFETY IS A PRIME CONSIDERATION

Your Lodge gains the respect of the entire community by exhibiting a high regard for public safety (an ongoing focus on safety will allow such respect to grow). In service to this objective, it is absolutely necessary for each Lodge to strictly enforce the policy that an individual approaching intoxication is not to be served an alcoholic beverage. **[See Section VIII, pages 26-28]**

Using the Self-Inspection Checklist should help identify and reduce safety hazards:

1. **LOOSE or BROKEN** roof tiles, walking surfaces, planter edges, etc., should be replaced or repaired as soon as damage is discovered.
2. Include any **WASTE DISPOSAL AREAS** in the parking lot cleaning duties. Make certain this area is kept clean to prevent insect and rodent infestation.
3. The **DINING and MEETING AREAS** demand constant cleaning. When these areas are in use, spills should be swept up with a broom and “dry mopped.” All chairs, stools and tables should be inspected periodically for safety.
4. If **MATS** are used in doorways, care should be taken that the edges do not curl (hard rubber mats with bound metal edges are better than woven fiber mats).
5. Only commercial-grade **CHAIRS, STOOLS, TABLES and BENCHES** should be used and must be inspected monthly. Those found to be **BROKEN, CRACKED, or DAMAGED** should be removed from use until they can be repaired or replaced. A record of the date of purchase or receipt of such items should be maintained and the name of the manufacturer retained.

*If an injury occurs related to such equipment, remove the item from service but retain it for viewing by claims adjusters.*

6. **HIGH-CHAIRS and BOOSTER SEATS** should be stored away from high-traffic areas and removed from use if damaged.
7. **STAIR AND FLOOR** coverings should be a taut, nonslip type and not too soft or heavily padded. A defined contrast in colors between floor surfaces, such as from carpet to linoleum, calls attention to tripping/stumbling hazards. Any difference in elevation requiring a step up or down should be clearly marked and lighted. Make sure there is adequate lighting on ramps and stairs.
8. Installed **HANDRAILS and RAILINGS** in good repair are a requirement on stairs, ramps and mezzanines; mid-rails and toe-boards prevent children and stock from falling through.
9. Safety glass **DOORS** marked with Elks emblems/decals at eye level will prevent painful and sometimes serious physical injury. Lodges can further prevent persons from colliding with glass doors by posting “in” and “out” signs.
10. **EXITS** should be visibly marked, lighted, unlocked and operational during business hours.

11. **PARKING LOTS** have been sites of numerous accidents; a well-lit lot with no cracks or pot holes is basic. Snow and ice should be removed to prevent slips and falls. Parking bumpers, dividers and islands will be visible if they are painted in contrasting colors. A hazard-free parking area requires regular inspections and quick, corrective action when problems are found.
12. All **WALKWAYS** should be clearly marked. As with parking lots, snow and ice must be removed. Frequent inspection is necessary.
13. **OUTDOOR FIXTURES** and **PLAYGROUNDS** need to be free of defects that can cause injuries. In addition to the quarterly Self-Inspection, the area should be visually checked on a weekly basis.
14. **SWIMMING POOLS** can be the sites of deadly accidents. Pay constant attention to the pool area; the activity in and about the pool; and the Self-Inspection items. This area should be visually checked constantly when in use. Make sure that proper life-saving devices are present. Don't allow horseplay. ***It is strongly suggested that diving boards be removed from all pools. It is also strongly recommended that all pools have trained lifeguards on duty when open.***
15. **RESTROOMS** and **LOCKER ROOMS** are the sites of many accidents. They need to be checked constantly for wet floors and other slip-and-fall hazards. Lighting levels and items found in the Self-Inspection Checklist should also be checked.
16. **DANCE FLOORS** can generate many accidents:
  - Under no circumstances should unauthorized persons be allowed to put any substances on dance floors.
  - Elevation changes such as ramps, floors and stairs—as well as any changes in floor coverings—can cause trips and falls. Contrasting color or lighting should be used to highlight elevations and floor covering changes.
  - Chairs and tables should be properly placed, so they are not too close to the dance floor.
  - Any and all spills should be cleaned up immediately.
  - Extension cords should be taped down or properly secured to prevent trips and falls.
  - Waxed surfaces should be monitored for safety; only non-slip wax should be used.
  - Monitor the condition of portable dance floors and make repairs as necessary.

#### **IV. SAFETY**

The safety of members, guests and employees is important; establish a basic set of rules for everyone to follow. Members, guests and employees will only consider safety to be of prime importance if you demonstrate commitment first.

The Accident Prevention Manager should identify hazards and ensure that preventive safeguards and adequate personal protection are provided.

1. **SPRAIN and STRAIN** type injuries can occur as a result of improperly lifting heavy or bulky items. Stress correct lifting techniques and post guidelines in conspicuous areas. Review lifting situations that cause repeated injuries and develop new approaches (this may include reviewing currently used job procedures and eliminating a step, such as a twisting motion that could cause back injuries).
2. **SLIPS and FALLS** frequently result from spills or debris and cluttered passageways; insist on good housekeeping.
3. **ELECTRIC SHOCK** can result in serious, sometimes fatal accidents. Keep all electrical panel boards, boxes, cabinets and switch enclosures covered to prevent contact with live parts. Repair or replace broken or missing box covers, face-plates, plugs, grounding prongs and frayed cords.
4. Severe **BURNS** can result from people coming into contact with grills and fryers.
5. **FLOORS** should be maintained in good condition; they should not have broken tiles or cracked/curled mat edges.
6. **PROPER STOCK STORAGE** will minimize accidents. Boxes and carts must never block exits, fire extinguishers or electrical breaker panels.
7. **MEMBERS, GUESTS and EMPLOYEES** should be trained to use the machines and equipment they will be operating. Continue supervision until you determine they have learned their tasks. Do not permit horseplay.
8. Perform **CLEANUP** operations in an orderly, complete and unhurried manner.

## V. FIRE PREVENTION

1. **DEFECTIVE WIRING** and misuse of electrical equipment are major causes of fires. A licensed electrician should determine whether all wiring complies with local codes. Frequent fuse/circuit breaker burnouts may indicate a short. Avoid over-loading electrical sockets with too many plugs. Eliminate temporary wiring that hangs over nails or sharp metal edges; lies under carpeting and on door or window sills; and/or found in other areas of unusual wear. Keep lights and heat-producing units clear of combustibles. Any coffee urns and hot plates must be U.L. approved. Motors should be regularly cleaned and maintained.
2. **SMOKING** ranks as one of the main causes of fire, after electricity. To help your members, guests and employees follow the rules, make certain that “No Smoking” areas are clearly indicated and provide an adequate number of ashtrays in smoking areas.

3. **IMPROPER STORAGE** is a frequent, contributing cause of large-loss fires. Subdivide your stock appropriately by piling boxes no higher than fire safety regulations permit and away from windows and doors. Maintain clear aisles.
4. **FLAMMABLE and COMBUSTIBLE LIQUIDS** are a frequent cause of fire. Insist that such liquids are stored in U.L. listed containers and that your members and employees practice careful handling and use of gasoline, solvents, paints and chemicals. These materials should be kept away from any heat sources. Oily rags must be removed from the premises or stored in covered metal cans to prevent spontaneous combustion.
5. Accumulating **DEBRIS**, whether combustible or not, will impede operations and obstruct fire fighters. Schedule a cleanup day with provisions made to frequently remove and store trash safely.
6. **FIRE EXTINGUISHERS** are very effective in containing a small or “just-beginning” fire. Training in the use of fire extinguishers is important. The presence of oil or grease makes water useless in fighting a fire and can actually cause a fire to spread. Extinguishers marked BC or ABC are effective against most kitchen fires. Have all extinguishers checked annually by a servicing company and recharge them immediately after use or when pressure loss is detected.
7. The **AUTOMATIC EXTINGUISHER SYSTEM** that protects your grills and deep fat fryers needs to be serviced twice a year; exhaust ducts should be cleaned annually.
8. If you have an **AUTOMATIC SPRINKLER SYSTEM**, it is only effective when these criteria are met:
  - Water supply valves are open.
  - An electrical water-flow alarm switch is installed and operational.
  - Periodic maintenance/inspections should be carried out that include testing the water supply, valves and pipes.
9. An **ARSON** threat exists in two major areas:
  - Rest rooms: remove trash several times a day.
  - External waste disposal areas: keep dumpster lids closed at all times.
10. A **LIT CIGARETTE** may be thrown into a trash can inside your building. If a fire is quickly discovered, clear the area before using a fire extinguisher. Once you think the fire is out, call the fire department as a safety precaution (smoldering embers could go unnoticed and flare up later).

***Regular self-inspections and training will help prevent fires and prepare the Lodge to deal with a fire if one occurs.***

## VI. CRIME PREVENTION

**Burglaries, robberies and thefts are carried out as intentional acts by individuals determined to succeed. For this reason, preventing such losses requires more care and effort than the prevention of accidental losses such as fires or injuries to employees or guests. While no two Lodges have identical physical and operating characteristics, the following “*Crime Prevention Principles*” should be instituted.**

### PREMISES PROTECTION

1. Doors and locks should be “burglar resistant.” Consult your local fire and police department for applicable codes.
2. Exterior lights should remain on all night, especially those illuminating doorways.
3. If a safe is easily seen from the exterior, lights should stay on all night in its vicinity.
4. Lodges in isolated areas—*where burglars may work without interruption*—should consider a burglar alarm system with a signal going to the nearest police station.
5. The police should be asked to patrol your areas. If the police are unable to do that, you might consider a private patrol service.

### HANDLING MONEY & SECURITIES

1. Lodges with safes should be aware of their safes’ limitations. Most safes provide limited protection and will not deter a burglar.
2. Only leave enough money in the Lodge overnight to start operations the next day. The balance should be taken to the bank at the end of each day (use the bank’s night depository if necessary). In some areas, a police escort is available for the asking.
3. In the absence of a police escort, two people should lock up the Lodge at night and two people should make a trip to the bank.
4. All receipts should be recorded as soon as possible. If money is collected for some purpose and simply put in a box temporarily, it will be very difficult to prove the amount of loss. Keep receipts separate.
5. All checks should be endorsed “For Deposit Only” upon receipt.

### INTERNAL SECURITY

1. The safe combination should only be known by two or three people who must know; it should be memorized and only written down for placement in a safety deposit box. The combination should be changed whenever the people handling the money change.
2. Procedures for the burglar alarm system; for going to bank; etc., should only be known by those who need that information.
3. The Lodge’s daily receipts or the amount of money in the cash drawer/safe are not matters for general discussion/information.
4. Cash handling procedures should be formalized so that only certain people are responsible for cash while it is in the Lodge (the circumstances and facts of their responsibility should be clearly identified).
5. People who are basically honest may succumb to the temptation of apparent easy access to money. Established double-check procedures are intended to eliminate those temptations.

## VII. FIRST AID AND CPR

### SCOPE

This section covers suggested requirements and responsibilities for training people in first aid techniques and cardiopulmonary resuscitation (CPR).

### PURPOSE

The intent is to develop and maintain a team of volunteers qualified to give immediate help in an emergency situation.

### RESPONSIBILITY OF THE ACCIDENT PREVENTION MANAGER

The Lodge's Accident Prevention Manager is responsible for ensuring that:

1. A team is trained to administer first aid in an emergency situation.
2. CPR and first aid training classes are organized, scheduled and taught by certified instructors (appropriate courses offered by the Red Cross, American Heart Association, etc. can be considered).
3. Records are maintained on those qualified to administer first aid.
4. Volunteer candidates are recruited for training and retraining.
5. All injuries are investigated and medical treatment is continued.

### GENERAL PROCEDURES

In the event of serious injury or sudden illness, prompt action must be taken while help is being summoned. First Aid should be administered in the following order:

1. Call for medical assistance as soon as possible.
2. Keep the injured person lying down and head level with his/her body.
3. Look for any life threatening conditions—such as serious bleeding, stopped breathing, shock, evidence of poisoning or burns—and treat if appropriate.
4. Keep the injured person warm to conserve body temperature.
5. Do not move a seriously injured person unless it is absolutely necessary to avoid additional injury.
6. Do not give water or other liquids to an unconscious or semiconscious person.
7. Make the injured party as comfortable as possible and minimize any discussion about the severity of his/her injuries.

## VIII. ALCOHOL SAFETY

### Guidelines for Service of Alcoholic Beverages

Liquor claims are few in number but cost the Order many times more than any other type of claim. The most important contribution a Lodge's Accident Prevention Manager can make is to obtain/maintain compliance with the following policies and procedures:

It is the Lodge's duty to create a safe and congenial environment for its members. Lodge facilities are not places of public accommodation; Lodges must maintain strict compliance with this rule. Each Lodge has the right to refuse service to anyone, be they members or guests. In every case, any employee, volunteer or member who serves alcoholic beverages must abide by the following rules:



- I. Lodges must comply with all state and local laws—Lodge management and anyone responsible for serving alcohol must be aware of these requirements.
- II. Minors must not be served alcoholic beverages under any circumstances. Servers must demand proper identification when an individual’s age is in question (better to avoid making a mistake by erring on the side of caution/compliance).
- III. Anyone who (1) is intoxicated; (2) appears to be intoxicated; or (3) is approaching intoxication must not be served alcoholic beverages under any circumstances. Bartenders, wait staff and anyone responsible for the service of alcohol must operate under the following procedures:
  1. Observe all patrons to detect signs of intoxication.
  2. Monitor the number of drinks a patron has consumed.
  3. Patrons must not be allowed to serve themselves under any circumstances.
  4. Ensure that those coming on duty during a shift change are aware of each patron’s status (number of drinks, how long they’ve been there, etc.).
  5. Report to management when a patron shows signs of intoxication/impending intoxication or when termination of service is required. If a manager or person of authority is not on duty, the server must cut off service to the patron in a polite but effective manner.
  6. Each Lodge must establish a procedure so that someone in authority can act to cut off service (in addition to the server who must always have this right). It should be made clear to all members that the service of alcoholic beverages is a privilege, not a right.
  7. All service requirements apply to all attendees during Lodge events and any events sponsored by Lodge members, such as weddings, anniversaries, birthdays, etc. This statement holds true regardless of whether such service is provided by Lodge personnel or contracted servers. It is the Lodge management’s duty to demand compliance with Lodge rules.
  8. In judging whether an individual is intoxicated, the server must be aware that such an evaluation is a function of body weight, time and amount of alcohol consumption.

## **ALCOHOL SERVICE TRAINING**

Only a select number of states require that those responsible for the service of alcohol be trained and certified. However, all Lodges should obtain training for any volunteers and employees responsible for the service of alcohol because such training gives servers the skills needed to avoid serving alcohol to anyone approaching intoxication.

Lodge management must support servers when the need arises to support the policy not to serve anyone approaching intoxication; anyone who does not follow this policy should be disciplined or dismissed.

Those responsible for the service of alcohol must never drink while on duty or serve alcohol to those on duty.

## ALCOHOL AFFECTS THE BODY IN THE FOLLOWING SEQUENCE:

- ① Inhibitions are relaxed!
- ② Judgment is impaired!
- ③ Reactions get slower!
- ④ Coordination decreases markedly!

If the following types of behavior are observed, be alert that you may need to take action.

### First Stage — Inhibitions



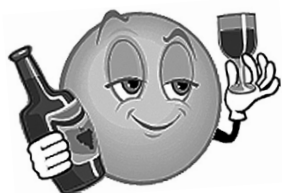
- Being overly friendly
- Speaking loudly
- Annoying other customers
- Acting “BIG”
- Changing from loud to quiet or vice-versa

### Second Stage — Judgment



- Unjustified complaints about service
- Changing purchase behavior
- Using foul language
- Arguing
- Trying to buy items for strangers or for you
- Being careless with money
- Being belligerent
- Making irrational statements

### Third Stage — Reactions



- Lighting more than one cigarette at a time
- Unable to light cigarette
- Eyes glassy
- Eyes not focused
- Loss of train of thought
- Slurred speech

### Fourth Stage — Coordination



- Unable to pick up change
- Drops package
- Can't find pocket to put money away
- Unable to walk straight
- Bumps into things
- Stumbling
- Swaying, falling
- Drowsy

Occasionally these symptoms will be caused by a physical or emotional condition or medication unrelated to alcohol, but for your sake and the patron's, **it's better to be safe than sorry.**



**— MAJOR TOPICAL INDEX —**

**LIABILITY INSURANCE PROGRAM**

Accident Prevention . . . . . 21-22

Accident Report Forms . . . . . 15-17

Additional Insureds . . . . . 9-10

Administration . . . . . 1

Alcohol Safety/Service . . . . . 26-28

Certificates of Insurance . . . . . 9

    When Local Lodges Are Required to Provide Them . . . . . 9

    When Local Lodges Should Require Them . . . . . 10

Crime Prevention . . . . . 25

Coverage . . . . . 4-8

Disclaimer . . . . . 18

Evidence of Insurance . . . . . 8

Facility Rental Program . . . . . 10

Fire Prevention . . . . . 23-24

First Aid/CPR . . . . . 26

Important Contact Information . . . . . 2

Indemnification (Hold-Harmless Agreement) . . . . . 10-14

Insureds . . . . . 3

Leasing . . . . . 9-12

Legal Review . . . . . 9-12

Limits of Coverage . . . . . 4, 8

Lodge Accident Prevention Managers  
    (per Section 12.070 of the Statutes . . . . . 18-19, 26

Loss Prevention . . . . . 18-28

Non-Owned Autos/Hired Cars . . . . . 4, 6

Parking Lots . . . . . 14

Release Forms . . . . . 13-14

Rental/Use of Lodge Facilities . . . . . 10-12

RV/Trailer Units . . . . . 14

Safety . . . . . 22-23

Self-Inspection Checklist (*required by District Deputy*) . . . . . 20

