

Understanding Risk Transfer

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WHAT IS RISK TRANSFER?

When to do Risk Transfer?

Construction projects / Sub contractors

Special Events

Professional services

Outsourced functions

Property leases

Permits

Recreational activities

Why Do Risk Transfer?



- Avoid confusion and disagreements after a loss.
- Rely on experts that can handle the risk better.
- Source of payment for claims.
- Protects your loss experience and MIRMA.
- Loss Control Evaluation

How is Risk Transfer Accomplished?

Written Contract that Includes

Hold harmless
agreement

COI listing the
CITY as an AI

Requiring the
appropriate AI
endorsements

Other
insurance
requirements





HOLD HARMLESS AGREEMENTS

Sample Hold Harmless

Promise

_____ shall **DEFEND**, indemnify, and hold harmless

Who

the entity and its officers, agents, employees, volunteers, invitees and lessees

What

from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature

Scope

arising out of or related to, in connection with the contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement,

Limitations

except such loss or damage which was caused by the sole negligence or willful misconduct of the entity.

Did You Intend to
Agree to this?

“Each party agrees to waive any immunity....”

“...total liability of the contractor shall not exceed 20% of contractor total fee.....”

“...CLIENT agrees to cover the cost of the CONTRACTOR’s applicable insurance deductible, not to exceed \$5,000.”

“Owner agrees to compensate...”

“To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless.....”

MINIMUM INSURANCE COVERAGE & REQUIREMENTS IN A CONTRACT

Minimum Insurance Coverage Requirements

1. CGL limits of \$1,000,000 each occurrence / \$2,000,000 general aggregate coverage shall be at least as broad as ISO CG 00 01 covering CGL on an “occurrence” basis including, broad form property damage and bodily injury, personal & advertising injury, contractual liability and independent contractor,...

**REMEMBER TO
EVALUATE!**

Other Insurance
Coverage
Requirements

Ongoing & Completed
Operations

Builders Risk

Professional Liability

Inland Marine

X,C,U

Pollution Legal Liability

Boiler & Machinery

Liquor Liability

Property Ins.-Cause of Loss
Special Form

Others: Aircraft Liability,
Hangers Keepers...

Minimum
Insurance
Coverage
Requirements

2. Automobile Liability
for all owned, non-owned
and hired automobiles and
other vehicles with a
combined single limit of
\$1,000,000 minimum

Minimum Insurance Coverage Requirements



3. WC with statutory limits required by Federal or State Law and Employers' Liability with minimum limit of \$1M.

Coverage A

Statutory benefits

Make sure all

subcontractors are covered

N/A to sole proprietor

Coverage B

\$1M common coverage

Insurance Contract Requirements

4. Prior to activities commencing the _____ shall furnish the City with a certificate of insurance evidencing the required coverages, conditions, and limits required by this agreement, have the City, its officers, agents, volunteers, lessees, invites, and employees covered as named as an additional insured and provide the appropriate additional insured endorsements. Each additional insured endorsement shall expressly afford coverage to the additional insured's not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations.

Insurance Contract Requirements

5. Umbrella or Excess Liability may satisfy minimum liability limits required above for Commercial General Liability under and Umbrellas or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrellas or Excess Liability: however, the Annual Aggregate limit shall not be less than the highest Each Occurrence limit for either Commercial General Liability or Business Auto Liability.

_____ agrees to endorse the City, its officers, agents, volunteers, lessees, invites, and employees covered as an additional insured on the Umbrellas or Excess Liability and the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

6. Claims-Made Policies

If any of the required policies provide coverage on a claims-made basis:

The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Insurance
Contract
Requirements

7. All policies, including umbrellas or excess, of insurance must be on a primary basis, non-contributory with any other insurance (including primary, excess, self-insurance, or any other basis) carried by the city.

8. No provision of this agreement shall constitute a waiver of the member's right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law.

Insurance
Contract
Requirements

9. If the contractor maintains broader coverage and/or higher limits than the minimums shown, the CITY requires and shall be entitle to the broader coverage and/or high limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

What is a
Certificate of
Insurance?

Document that verifies the
existence of insurance

Information Only

Not a contract

Does not give rights to the
certificate holder

Does not change the policy
Additional insured information



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 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	
NAIC #	
INSURER A:	
INSURER B:	
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.		

TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TRK LTR	NAME	NO	(MM/DD/YYYY)	(MM/DD/YYYY)	
GENERAL LIABILITY					EACH OCCURRENCE \$
COMMERCIAL GENERAL LIABILITY					PREMISES (Ea occurrence) \$
CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
GENL AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE \$
AUTOMOBILE LIABILITY					PRODUCTS - COMPROP AGG \$
ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>					BODILY INJURY (Per person) \$
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					BODILY INJURY (Per accident) \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY					PROPERTY DAMAGE (Per accident) \$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)					EACH OCCURRENCE \$
If yes, describe under DESCRIPTION OF OPERATIONS below					AGGREGATE \$
Y/N					W-STATUT-UNIT \$
N/A					OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION
	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

Names Match With Contract

Policy #

CGL occur not claims made

Auto Liability

Additional Insured Status
NO "X"

List the Member by name & monitor

Check Policy Dates

CGL Check Limits

Auto Check Limit
Statutory limits

Signed Copied

ADDITIONAL INSURED ENDORSEMENTS



Why are we asking for them?

ACORD		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)	
<p>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.</p>							
<p>USE THIS SPACE TO SET FORTH ANY SPECIAL COVERAGE ENDORSEMENTS, NON-PRESENTATION COVERAGE ENDORSEMENTS, OR SUBROGATION WAIVER ENDORSEMENTS, 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).</p>							
PRODUCER		CONTACT					
NAME		FIRM		FAX		E-MAIL	
ADDRESS		INSURER(S) AFFORDING COVERAGE		NAIC #			
INSURED		INSURER A:		INSURER B:		INSURER C:	
		INSURER D:		INSURER E:		INSURER F:	
		INSURER G:		INSURER H:		INSURER I:	
		INSURER J:		INSURER K:		INSURER L:	
		INSURER M:		INSURER N:		INSURER O:	
		INSURER P:		INSURER Q:		INSURER R:	
		INSURER S:		INSURER T:		INSURER U:	
		INSURER V:		INSURER W:		INSURER X:	
		INSURER Y:		INSURER Z:		INSURER AA:	
		INSURER AB:		INSURER AC:		INSURER AD:	
		INSURER AE:		INSURER AF:		INSURER AG:	
		INSURER AH:		INSURER AI:		INSURER AJ:	
		INSURER AK:		INSURER AL:		INSURER AM:	
		INSURER AN:		INSURER AO:		INSURER AP:	
		INSURER AQ:		INSURER AR:		INSURER AS:	
		INSURER AT:		INSURER AU:		INSURER AV:	
		INSURER AW:		INSURER AX:		INSURER AY:	
		INSURER AZ:		INSURER BA:		INSURER BB:	
		INSURER BC:		INSURER BD:		INSURER BE:	
		INSURER BF:		INSURER BG:		INSURER BH:	
		INSURER BI:		INSURER BJ:		INSURER BK:	
		INSURER BL:		INSURER BM:		INSURER BN:	
		INSURER BO:		INSURER BP:		INSURER BQ:	
		INSURER BR:		INSURER BS:		INSURER BT:	
		INSURER BU:		INSURER BV:		INSURER BW:	
		INSURER BX:		INSURER BY:		INSURER BZ:	
		INSURER CA:		INSURER CB:		INSURER CC:	
		INSURER CD:		INSURER CE:		INSURER CF:	
		INSURER CG:		INSURER CH:		INSURER CI:	
		INSURER CJ:		INSURER CK:		INSURER CL:	
		INSURER CM:		INSURER CN:		INSURER CO:	
		INSURER CP:		INSURER CQ:		INSURER CR:	
		INSURER CS:		INSURER CT:		INSURER CU:	
		INSURER CV:		INSURER CW:		INSURER CX:	
		INSURER CY:		INSURER CZ:		INSURER DA:	
		INSURER DB:		INSURER DC:		INSURER DD:	
		INSURER DE:		INSURER DF:		INSURER DG:	
		INSURER DH:		INSURER DI:		INSURER DJ:	
		INSURER DK:		INSURER DL:		INSURER DM:	
		INSURER DN:		INSURER DO:		INSURER DP:	
		INSURER DQ:		INSURER DR:		INSURER DS:	
		INSURER DT:		INSURER DU:		INSURER DV:	
		INSURER DW:		INSURER DX:		INSURER DY:	
		INSURER DX:		INSURER DY:		INSURER DZ:	
		INSURER EA:		INSURER EB:		INSURER EC:	
		INSURER ED:		INSURER EE:		INSURER EF:	
		INSURER EG:		INSURER EH:		INSURER EI:	
		INSURER EJ:		INSURER EK:		INSURER EL:	
		INSURER EM:		INSURER EN:		INSURER EO:	
		INSURER EP:		INSURER EQ:		INSURER ER:	
		INSURER ES:		INSURER ET:		INSURER EU:	
		INSURER EV:		INSURER EW:		INSURER EX:	
		INSURER EY:		INSURER EZ:		INSURER FA:	
		INSURER FB:		INSURER FC:		INSURER FD:	
		INSURER FE:		INSURER FF:		INSURER FG:	
		INSURER FH:		INSURER FI:		INSURER FJ:	
		INSURER FK:		INSURER FL:		INSURER FM:	
		INSURER FN:		INSURER FO:		INSURER FP:	
		INSURER FQ:		INSURER FR:		INSURER FS:	
		INSURER FT:		INSURER FU:		INSURER FV:	
		INSURER FW:		INSURER FX:		INSURER FY:	
		INSURER FZ:		INSURER GA:		INSURER GB:	
		INSURER GC:		INSURER GD:		INSURER GE:	
		INSURER GF:		INSURER GH:		INSURER GI:	
		INSURER GJ:		INSURER GK:		INSURER GL:	
		INSURER GM:		INSURER GN:		INSURER GO:	
		INSURER GP:		INSURER GQ:		INSURER GR:	
		INSURER GS:		INSURER GT:		INSURER GU:	
		INSURER GV:		INSURER GW:		INSURER GX:	
		INSURER GY:		INSURER GZ:		INSURER HA:	
		INSURER HB:		INSURER HC:		INSURER HD:	
		INSURER HE:		INSURER HF:		INSURER HG:	
		INSURER HH:		INSURER HI:		INSURER HJ:	
		INSURER HK:		INSURER HL:		INSURER HM:	
		INSURER HN:		INSURER HO:		INSURER HP:	
		INSURER HQ:		INSURER HR:		INSURER HS:	
		INSURER HT:		INSURER HU:		INSURER HV:	
		INSURER HW:		INSURER HX:		INSURER HY:	
		INSURER HZ:		INSURER IA:		INSURER IB:	
		INSURER IC:		INSURER ID:		INSURER IE:	
		INSURER IF:		INSURER IG:		INSURER IH:	
		INSURER II:		INSURER IJ:		INSURER IK:	
		INSURER IL:		INSURER IM:		INSURER IN:	
		INSURER IO:		INSURER IP:		INSURER IQ:	
		INSURER IR:		INSURER IS:		INSURER IT:	
		INSURER IU:		INSURER IV:		INSURER IW:	
		INSURER IX:		INSURER IY:		INSURER IZ:	
		INSURER JA:		INSURER JB:		INSURER JC:	
		INSURER JD:		INSURER JE:		INSURER JF:	
		INSURER JG:		INSURER JH:		INSURER JI:	
		INSURER JJ:		INSURER JK:		INSURER JL:	
		INSURER JM:		INSURER JN:		INSURER JO:	
		INSURER JP:		INSURER JQ:		INSURER JR:	
		INSURER JS:		INSURER JT:		INSURER JU:	
		INSURER JV:		INSURER JW:		INSURER JX:	
		INSURER JY:		INSURER JZ:		INSURER KA:	
		INSURER KB:		INSURER KC:		INSURER KD:	
		INSURER KE:		INSURER KF:		INSURER KG:	
		INSURER KH:		INSURER KI:		INSURER KJ:	
		INSURER KK:		INSURER KL:		INSURER KM:	
		INSURER KN:		INSURER KO:		INSURER KP:	
		INSURER KQ:		INSURER KR:		INSURER KS:	
		INSURER KT:		INSURER KU:		INSURER KV:	
		INSURER KW:		INSURER KX:		INSURER KY:	
		INSURER KZ:		INSURER LA:		INSURER LB:	
		INSURER LC:		INSURER LD:		INSURER LE:	
		INSURER LF:		INSURER LG:		INSURER LH:	
		INSURER LI:		INSURER LJ:		INSURER LK:	
		INSURER LL:		INSURER LM:		INSURER LN:	
		INSURER LO:		INSURER LP:		INSURER LQ:	
		INSURER LR:		INSURER LS:		INSURER LT:	
		INSURER LU:		INSURER LV:		INSURER LW:	
		INSURER LX:		INSURER LY:		INSURER LZ:	
		INSURER MA:		INSURER MB:		INSURER MC:	
		INSURER MD:		INSURER ME:		INSURER MF:	
		INSURER MG:		INSURER MH:		INSURER MI:	
		INSURER MJ:		INSURER MK:		INSURER ML:	
		INSURER MN:		INSURER MO:		INSURER MP:	
		INSURER MQ:		INSURER MR:		INSURER MS:	
		INSURER MT:		INSURER MU:		INSURER MV:	
		INSURER MW:		INSURER MX:		INSURER MY:	
		INSURER MZ:		INSURER NA:		INSURER NB:	
		INSURER NC:		INSURER ND:		INSURER NE:	
		INSURER NF:		INSURER NG:		INSURER NH:	
		INSURER NI:		INSURER NJ:		INSURER NK:	
		INSURER NL:		INSURER NM:		INSURER NN:	
		INSURER NO:		INSURER NP:		INSURER NQ:	
		INSURER NR:		INSURER NS:		INSURER NT:	
		INSURER NU:		INSURER NV:		INSURER NW:	
		INSURER NX:		INSURER NY:		INSURER NZ:	
		INSURER OA:		INSURER OB:		INSURER OC:	
		INSURER OD:		INSURER OE:		INSURER OF:	
		INSURER OG:		INSURER OH:		INSURER OI:	
		INSURER OJ:		INSURER OK:		INSURER OL:	
		INSURER OM:		INSURER ON:		INSURER OO:	
		INSURER OP:		INSURER OQ:		INSURER OR:	
		INSURER OS:		INSURER OT:		INSURER OU:	
		INSURER OV:		INSURER OW:		INSURER OX:	
		INSURER OY:		INSURER OZ:		INSURER PA:	
		INSURER PB:		INSURER PC:		INSURER PD:	
		INSURER PE:		INSURER PF:		INSURER PG:	
		INSURER PH:		INSURER PI:		INSURER PJ:	
		INSURER PK:		INSURER PL:		INSURER PM:	
		INSURER PN:		INSURER PO:		INSURER PP:	
		INSURER PQ:		INSURER PR:		INSURER PS:	
		INSURER PT:		INSURER PU:		INSURER PV:	
		INSURER PW:		INSURER PX:		INSURER PY:	
		INSURER PZ:		INSURER QA:		INSURER QB:	
		INSURER QC:		INSURER QD:		INSURER QE:	
		INSURER QF:		INSURER QG:		INSURER QH:	
		INSURER QI:		INSURER QJ:		INSURER QK:	
		INSURER QL:		INSURER QM:		INSURER QN:	
		INSURER QO:		INSURER QP:		INSURER QQ:	
		INSURER QR:		INSURER QS:		INSURER QT:	
		INSURER QU:		INSURER QV:		INSURER QW:	
		INSURER QX:		INSURER QY:		INSURER QZ:	
		INSURER RA:		INSURER RB:		INSURER RC:	
		INSURER RD:		INSURER RE:		INSURER RF:	
		INSURER RG:		INSURER RH:		INSURER RI:	
		INSURER RJ:		INSURER RK:		INSURER RL:	
		INSURER RM:		INSURER RN:		INSURER RO:	
		INSURER RP:		INSURER RQ:		INSURER RR:	
		INSURER RS:		INSURER RT:		INSURER RU:	
		INSURER RV:		INSURER RW:		INSURER RX:	
		INSURER RY:		INSURER RZ:		INSURER SA:	
		INSURER SB:		INSURER SC:		INSURER SD:	
		INSURER SE:		INSURER SF:		INSURER SG:	
		INSURER SH:		INSURER SI:		INSURER SJ:	
		INSURER SK:		INSURER SL:		INSURER SM:	
		INSURER SN:		INSURER SO:		INSURER SP:	
		INSURER SQ:		INSURER SR:		INSURER SS:	
		INSURER ST:		INSURER SU:		INSURER SV:	
		INSURER SW:		INSURER SX:		INSURER SY:	
		INSURER SZ:		INSURER TA:		INSURER TB:	
		INSURER TC:		INSURER TD:		INSURER TE:	
		INSURER TF:		INSURER TG:		INSURER TH:	
		INSURER TI:		INSURER TJ:		INSURER TK:	
		INSURER TL:		INSURER TM:		INSURER TN:	
		INSURER TO:		INSURER TP:		INSURER TQ:	
		INSURER TR:		INSURER TS:		INSURER TT:	
		INSURER TU:		INSURER TV:		INSURER TW:	
		INSURER TX:		INSURER TY:		INSURER TZ:	
		INSURER UA:		INSURER UB:		INSURER UC:	
		INSURER UD:		INSURER UE:		INSURER UF:	
		INSURER UG:		INSURER UH:		INSURER UI:	
		INSURER UJ:		INSURER UK:		INSURER UL:	
		INSURER UM:		INSURER UN:		INSURER UO:	
		INSURER UP:		INSURER UQ:		INSURER UR:	
		INSURER US:		INSURER UT:		INSURER UU:	
		INSURER UV:		INSURER UW:		INSURER UX:	
		INSURER UY:		INSURER UZ:		INSURER VA:	
		INSURER VB:		INSURER VC:		INSURER VD:	
		INSURER VE:		INSURER VF:		INSURER VG:	
		INSURER VH:		INSURER VI:		INSURER VJ:	
		INSURER VK:		INSURER VL:		INSURER VM:	
		INSURER VN:		INSURER VO:		INSURER VP:	
		INSURER VQ:		INSURER VR:		INSURER VS:	
		INSURER VT:		INSURER VU:		INSURER VV:	
		INSURER VW:		INSURER VX:		INSURER VY:	
		INSURER VZ:		INSURER WA:		INSURER WB:	
		INSURER WC:		INSURER WD:		INSURER WE:	
		INSURER WF:		INSURER WG:		INSURER WH:	
		INSURER WI:		INSURER WJ:		INSURER WK:	
		INSURER WL:		INSURER WM:		INSURER WN:	
		INSURER WO:		INSURER WP:		INSURER WQ:	
		INSURER WR:		INSURER WS:		INSURER WT:	
		INSURER WU:		INSURER WV:		INSURER WX:	
		INSURER WY:		INSURER WZ:		INSURER XA:	
		INSURER XB:		INSURER XC:		INSURER XD:	
		INSURER XE:		INSURER XF:		INSURER XG:	
		INSURER XH:		INSURER XI:		INSURER XJ:	
		INSURER XK:		INSURER XL:		INSURER XM:	
		INSURER XN:		INSURER XO:		INSURER XP:	
		INSURER XQ:		INSURER XR:		INSURER XS:	
		INSURER XT:		INSURER XU:		INSURER XV:	
		INSURER XW:		INSURER XX:		INSURER XY:	
		INSURER XZ:		INSURER YA:		INSURER YB:	
		INSURER YC:		INSURER YD:		INSURER YE:	
</							

Named Insured Wording

- “Named Insured”-The person or entity to whom an insurance policy is issued.
- The Named Insured is the primary indemnitee under the insurance policy for which the insurance policy provides coverage and the duty to defend.
- Provides coverage for claims arising out of “your” ongoing operations.

Additional Insured Endorsement Intent

- Modifies the definition of “Named Insured”.
- “Who is an insured” is amended to include as an insured any person or organization for whom you are performing operations when such persons or organizations have agreed in writing in a contract or agreement that any person or organization will be added as an Additional Insured on your policy...

Additional Insured Status

A person or entity who can make claims directly against the insurance policy that was procured and paid for by someone else.

You do not want to be
the “Named Insured”
or an “Additional
Named Insured”

You want to be an
“Additional Insured”
or named as
additional insured”.

Be
Careful!

Construction AI Endorsements For: Ongoing Operations

20 10 04 13

**Additional Insured – Owners, Lessees or
Contractors – Schedule Person or Organization**

20 33 04 13

**Owners, Lessees or Contractors-Automatic
Status When Required in Construction
Agreement with You**

20 38 04 13

**Additional Insured-Owners, Lessees or
Contractors Automatic Status for Other Parties
when Required in Written Construction
Agreement**



Construction AI Endorsements For: Completed Operations

20 37 04 13

**Additional Insured – Owners, Lessees or
Contractors – Schedule Person or Organization**

20 39 12 19

**Owners, Lessees or Contractors-Automatic
Status When Required in Construction
Agreement with You**

20 40 12 19

**Additional Insured-Owners, Lessees or
Contractors Automatic Status for Other Parties
when Required in Written Construction
Agreement**



Other Endorsements

- CG 20 01** Primary and Noncontributory
- CG 20 11** Managers or Lessors of Premises
- CG 20 12** State or Political Subdivisions - Permits
- CG 20 26** Designated Persons or Organizations
- CG 20 31** Engineers, Architects, or Surveyors

Sample Additional Insured Endorsements

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

RISK TRANSFER
PROCESS
VS.
MIRMA
COVERAGE
PACKET

General Liability Exclusion:#24

a. Tractor pulls, lawn tractor races, lawn mowers.

b. Bicycles (BMX events). Bicycles in a competition, or bicycles in an exhibition involving professional riders. This exclusion does not apply to a bicycle competition involving the mere usage of a “Member’s” unmodified property.

c. Any martial arts-wrestling, boxing, kickboxing, ultimate fighting or any fighting competition. This exclusion does not apply to instructional classes or demonstrations.

Coverage
Packet

Coverage Packet

General Liability Exclusion: #24

d. Any climbing wall over ten feet in height. This exclusion does not apply to climbing walls that overhang a swimming pool, or specifically designed and manufactured to be used at an aquatic facility.

-alpine tower, zip lines, ropes course, or any other structure intended for climbing, descending or rappelling, that is over 10 feet in height.

e. A carnival or any event, activity or facility associated with a carnival.

f. Any fireworks show or display.

g. Balloon aircraft when the event, activity or facility is not located at the “member’s” airport.

Coverage Condition

MIRMA's coverage will apply if all of the following conditions are met, and then our coverage applies only as excess over all other available coverages:

Coverage Condition

- The event, activity, or facility is operated by an independent contractor, **not an “employee”**.
- A fireworks show must be conducted by an independent fireworks operator as established by RSMo 320.106-161.

Coverage Condition

The independent contractor or sponsoring organization signs an agreement saving the “member” harmless from any and all liability arising out of the event, activity, or facility.

Coverage Condition

- The independent contractor or sponsoring organization furnishes the “Member” with a certificate of insurance evidencing an in force CGL with combined single limit of \$1m per occurrence and furnishes a copy of an endorsement, or other policy language that names the “Member” as an additional insured.

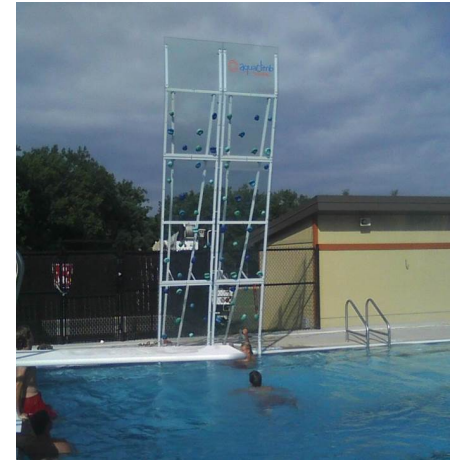
Risk Transfer Process

- A Climbing wall over ten feet tall must meet the requirements of MO Revised Statutes Section 316.203.1
- Amusement Ride-provide thrills or excitement.
- Has to have an operator.



Coverage Packet- Exception n

- This exclusion does not apply to climbing walls that overhang a swimming pool, are specifically designed and manufactured to be used at an aquatic facility, and are installed per the manufacturer's requirements and specifications.
- NEW! on the annual evaluation – THE AREA MUST BE ROPED OFF.



Coverage Packet- Exclusion

- **Exclusion #23**

- The ownership, operation of, or in any way connected with, including the sponsorship, organization, oversight or planning of any event, activity, property or facility (permanent or temporary), involving or designed to involve:

- a. **Motorcycles, dirt bikes, go-carts, or scooters.**

However, this exclusion does not apply to static events which consist of the display of the aforementioned items and does not include rides or other operation of the items.

- b. **All-terrain cycles, all-terrain vehicles, or golf carts,** other than in the course of ordinary municipal operations.

- c. **Demolition derbies, stunt driving or “automobile” racing.**

This exclusion does not apply to a “Member” owned property or facility used in the course of ordinary municipal operations, or for static “automobile” or equipment shows or parades.

Coverage Packet- Exclusion

d. Poker Runs, speed contests, or any racing events involving boats

e. Firearms competitions among multiple agencies, including but not limited to: law enforcement officers, members of tactical units such as SWAT, SERT, SRT, ERT, or the public.

f. Any inflatable bounce house, slide or similar inflatable amusement apparatus for use by the public. However, this exclusion does not apply if the bounce house or other similar apparatus is properly supervised and monitored, and if all manufacturers' instructions are followed as to the setup, operation, and use of any such apparatus.

Coverage Packet- Exclusion

g. **Inflatable bubble balls** that partially or fully enclose the user.

FYI a Cole County business paid \$45 million for a broken neck.

- This exclusion does not apply to a “Member” owned property or facility used in the course of ordinary municipal operations, or for static “automobile” or equipment shows or parades.

Coverage
Packet-
Exclusion



- Exclusion 18

- The ownership, operation or use of any public swimming pool which is loaned, rented or leased to a third party for exclusive use; **unless the “Member” provides lifeguards, for that specific use**, who are certified or licensed by a nationally recognized certification or licensing organization.

COMMERCIAL PROPERTY

IMPORTANT: per the MIRMA Coverage Packet, D. EXCLUDED PROPERTY - This coverage does not apply to the following types of excluded property:

15. New buildings or structures, and additions, repairs, maintenance or remodeling to existing buildings or structures, during the course of construction, if the work is being performed by independent contractors.

Commercial Property Coverage

- **Completed Operations coverage** on construction projects like, new building, or structures, and additions, repairs, maintenance or remodeling to existing buildings or structures, during the course of construction.
- Ensure that the coverage for completed operations meets state statutory limits. In **Missouri the statutes is 10 Years.**
- 516.097.
- Get CGL endorsement and get a **second endorsement for completed operations.**
- 516.097. Tort action against architects, engineers or builders of defective improvement to real property must be brought within ten years of completion of improvement, exceptions

COMMERCIAL PROPERTY COVERAGE

22. Any building owned by a “Member” or any building that a “Member” has an equity interest in that is occupied by any other entity for **the manufacturing, assembly, fabrication or finishing of products**, the refinishing of the goods or products of others, or operated as a **bowling alley or restaurant**.

COMMERCIAL PROPERTY COVERAGE

- Any building as described in the paragraph above will be treated as **newly acquired property** as per SECTION IV – SPECIAL CONDITIONS, F. NEWLY ACQUIRED PROPERTY under this Coverage Part **once the building is no longer occupied by another entity** for the manufacturing, assembly, fabrication or finishing of products, the refinishing of the goods or products of others, or operated as a bowling alley or restaurant.

COMMERCIAL PROPERTY COVERAGE

- This exclusion does not apply to senior citizen programs or concession operations located at golf courses, ball fields or other recreational facilities or located in buildings used for regional fairs.
- This exclusion also does not apply to restaurants located in facilities that are at **least 50% occupied** by the member and have a functioning fire sprinkler system throughout the entire facility.

SPECIAL EVENT LIABILITY INSURANCE

- Organization not able to obtain liability coverage.
- Special Event Liability Program: Not-for-profit fund raising events, automobile shows, musical performances, community festivals, instructors of park and recreation department classes
- [www. eventinsure.com](http://www.eventinsure.com)
- Fill out application online
- Contact: Joy Cummings or Darren Caensar
- Phone 1-925-609-6547
- Fax 1-925-609-6550
- specialevent@hubinternational.com

CERTIFICATE OF INSURANCE REQUEST

When You
Are
Required
To
Provide
Proof of
Insurance

- Department of Insurance does not allow MIRMA to issue certificates from the MIRMA office.
- Requests should be made to:
 - Alex Kaplan, Account Manager,
Akaplan@lockton.com
 - **Phone:** (314) 812-3129
- Must complete a Certificate of Insurance request form. The form is located in the Certificate of Insurance section of the MIRMA website.
- Financing, leasing or borrowing equipment or using other people's property, even occasionally, when doing work on another's premises.

Certificate of Insurance Request

- If a member is needing a new certificate, that's when they will need to fill out the certificate request form and send it to **Alex Kaplan** at AKaplan@lockton.com. And, FYI, he's taking paternity leave starting on the 28th (I believe). However, on his out of office reply email, he will be listing **Mackenzie Filipowicz** as one of his backups. He has provided her guidance on how the MIRMA COI request work and she will be able to complete them. Her email is Mackenzie.Filipowicz@lockton.com just in case you would like to have it.



Who We Are ▾

What We Offer

Membership

Contact

Login

Welcome to MIRMA

WE ARE MISSOURI'S MUNICIPAL TRUST.

About Us >



Your Profile

⚙️ EDIT PROFILE

👤 Kelly Beets ✉️ kbeets@mirma.org 📱 Staff ☎️ 573-817-2554

🚪 LOGOUT ➡️

MEMBER MENU

- Board Minutes
- Directory
- Financials
- File a Claim
- FirstNurse
- Forms/Policies**
- Member Portal
- Membership Manual
- MIRMA HR-1Call
- MIRMA University

Shared Files

Sort: 🔼🔽 Alphabetical A-Z 🔼🔽 Alphabetical Z-A 📅 Most Recent 📅 First Posted



Who We Are ▾

What We Offer

Membership

Contact

🔒 Member Portal

Sample Hold Harmless – Contractor

Sample Hold Harmless – Lease

Sample Hold Harmless – Parades & Festivals

Sample Hold Harmless – Use of Facilities

Sample Participant Waivers

Sample Vehicle Inspection Checklist

Vaccination Declination Form

Weekly Inspection Checklist

Claims Forms

Notice of Occurrence

Report of Injury (WC claim form)

Work Comp Wage Statement

Supervisor's Investigation Report

Sewer Backup – Customer Information

Proof of Insurance

Vehicle Insurance Cards FY2020

Vehicle Insurance Cards FY2019

Certificate of Insurance Request Form

Police Model Policies

2016 Police Model Policy

Member Portal

Membership Manual

MIRMA HR-1Call

MIRMA University

Newsletters

Presentations

Video Library

EVENTS

MIRMA Annual Meeting: July 24-26 at
Lodge of Four Seasons

07/24/2019 – 07/26/2019



Request for Certificate of Insurance Liability, Property, and Workers' Compensation

Please complete this form for each Insurance Certificate to be issued, whether the certificate is required only as proof of coverage in force or as an actual extension of your insurance protection to other parties.

Please Note: Because Additional Insured and/or Loss Payee Endorsements actually extend your coverage to third parties, in accordance with Missouri Department of Insurance requirements, a COPY OF THE CONTRACT OR AGREEMENT CONTAINING THOSE REQUIREMENTS MUST BE PROVIDED IN ORDER TO PROCESS YOUR REQUEST. (A "contract" a lease or valid legal contract/agreement. A LETTER FROM THE PROSPECTIVE CERTIFICATE HOLDER FOR ADDITIONAL INSURED OR LOSS PAYEE WILL NOT SUFFICE.)

If the proposed Certificate Holder is a Lessor of Vehicles and/or equipment: Include a copy of the term of lease which reflects: type, description, value and vehicle identification number(s) of vehicle(s) and/or equipment, and the term of the lease.

If the proposed Certificate Holder is providing goods or services: Include a copy of the contract describing all party's responsibilities, the operations, services and term of the contract.

If the proposed Certificate Holder is the owner or trustee of premises or property being used, leased, or purchased by you: A copy of the contract/agreement which reflects: insured values, description of use, effective dates of the contract, and type of coverages required.

Certificate Holder: _____
Address: _____
City, State, Zip: _____
Contract Effective Dates: _____ to _____

What is required by this Certificate Holder?

- ☐ Coverage: ☐ Property ☐ General Liability ☐ Auto Liability
☐ Workers' Compensation ☐ Auto Physical Damage
- ☐ Limits of Liability Requested: _____
- ☐ Certificate of Insurance only (to show evident of coverage in force)
- ☐ Additional Insured Endorsement (in which you provide insurance protection for the Certificate Holder).
Copy of Contract Required
- ☐ Loss Payee Endorsement (in which the Certificate Holder is paid directly by the insurance company for losses to real or personal property and/or automobiles or equipment). **Copy of Contract Required**

The original Certificate will be sent to you for distribution to the requestor.

Requested By: _____ Phone: _____
City/Village: _____ Fax: _____

Email or Fax completed form to: **Therese Maus (Lockton Companies)**
therese.maus@lockton.com
(314) 812-6429 (fax)
(314) 812-3129 (phone)

PARTICIPANT WAIVERS

- Waivers or releases of liability are instruments designed to protect the members and its employees from legal liability for injuries that may occur to individuals who participate in voluntary activities sponsored by the member.
- The signed form reinforces the recognized potential dangers that are involved in the activity.
- Titled, “Wavier and Release”
- 10 point font min. Should not be giving to participate the day of the event. Time to read and understand.
- If sponsoring organization requires a participant wavier for the event then the event participant shall name the city has well.
- Should reference “consideration”
- Participation is voluntary

The End