

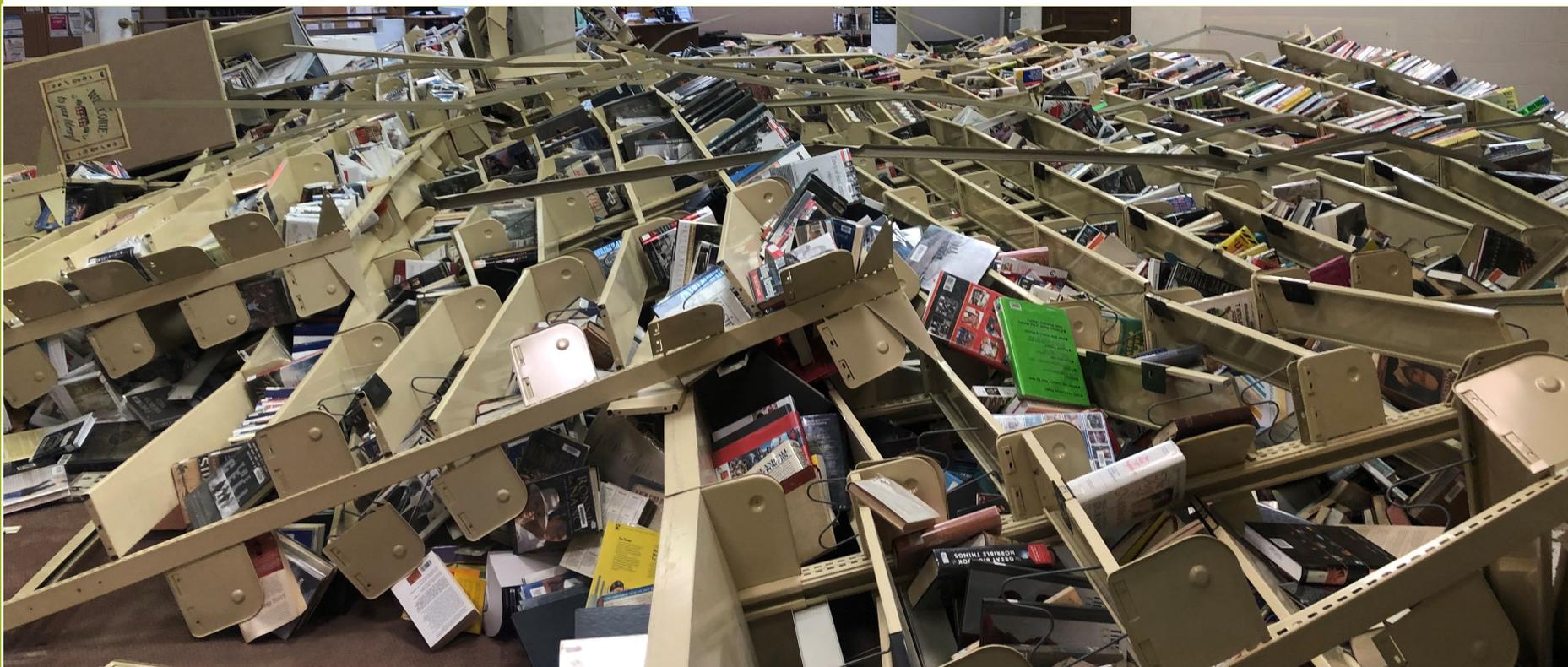
Understanding Risk Transfer

Jeff Arp, CPCU, ARM-P

Loss Control Specialist

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Senior Loss Control Consultant



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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

INSURANCE INFORMATION

INSURED: [Name]
ADDRESS: [Address]
PHONE: [Phone]

INSURANCE INFORMATION:

INSURANCE TYPE: [Type]
INSURANCE CLASSIFICATION: [Classification]
INSURANCE CLASSIFICATION CODE: [Code]

COVERAGE:

COVERAGE	AMOUNT
General Liability	\$1,000,000
Product Liability	\$1,000,000
Completed Operations	\$1,000,000
Medical Payments	\$10,000
Advertising	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Professional Services	\$1,000,000
Contractual Liability	\$1,000,000
Automobile Liability	\$1,000,000
Umbrella	\$1,000,000

**TRUST ME
I HAVE
GENERAL LIABILITY
INSURANCE**

INSURANCE INFORMATION:

INSURANCE TYPE: [Type]
INSURANCE CLASSIFICATION: [Classification]
INSURANCE CLASSIFICATION CODE: [Code]

COVERAGE:

COVERAGE	AMOUNT
General Liability	\$1,000,000
Product Liability	\$1,000,000
Completed Operations	\$1,000,000
Medical Payments	\$10,000
Advertising	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Professional Services	\$1,000,000
Contractual Liability	\$1,000,000
Automobile Liability	\$1,000,000
Umbrella	\$1,000,000

INSURANCE INFORMATION:

INSURANCE TYPE: [Type]
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COVERAGE:

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General Liability	\$1,000,000
Product Liability	\$1,000,000
Completed Operations	\$1,000,000
Medical Payments	\$10,000
Advertising	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Professional Services	\$1,000,000
Contractual Liability	\$1,000,000
Automobile Liability	\$1,000,000
Umbrella	\$1,000,000

CERTIFICATE OF INSURANCE

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 (MMDDYYYY)

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 #	
INSURED	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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR (A/C, No, Ext)	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> UNOWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Indicate in Part) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					RETENTION \$ 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)

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.

USE THIS SPACE TO SET FORTH ANY SPECIAL TERMS, CONDITIONS, WAIVERS, ENDORSEMENTS, EXCLUSIONS, COVERAGE LIMITS, COINSURANCE, SUBROGATION, OR OTHER MATTERS APPLICABLE TO THE POLICIES DESCRIBED IN 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: _____ FAX: _____
 NAME: _____ ACORD No. E-01: _____ ACORD No.: _____
 E-01: _____
 ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____

INSURED: _____ 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	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> EACH <input type="checkbox"/> PER POLICY					EACH OCCURRENCE \$ _____ PRODUCTS - COMPROP AGGS \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPROP AGGS \$ _____
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> UNOWNED AUTOS					BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETARY/RECREATIVE <input type="checkbox"/> OFFICER/OWNER EXCLUDED? (Reference to Ins. Policy)	Y/N	N/A			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: _____

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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).

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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
COVERAGES
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.

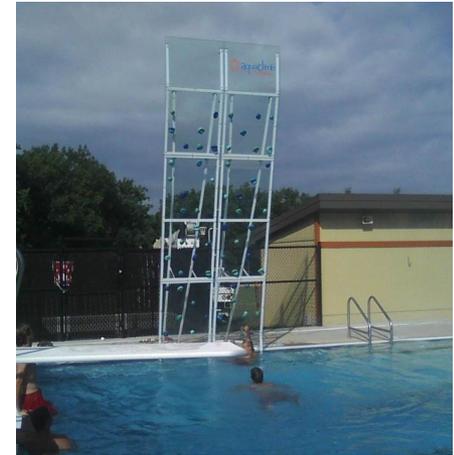
Risk Transfer Process

- 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- Exceptio 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.



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

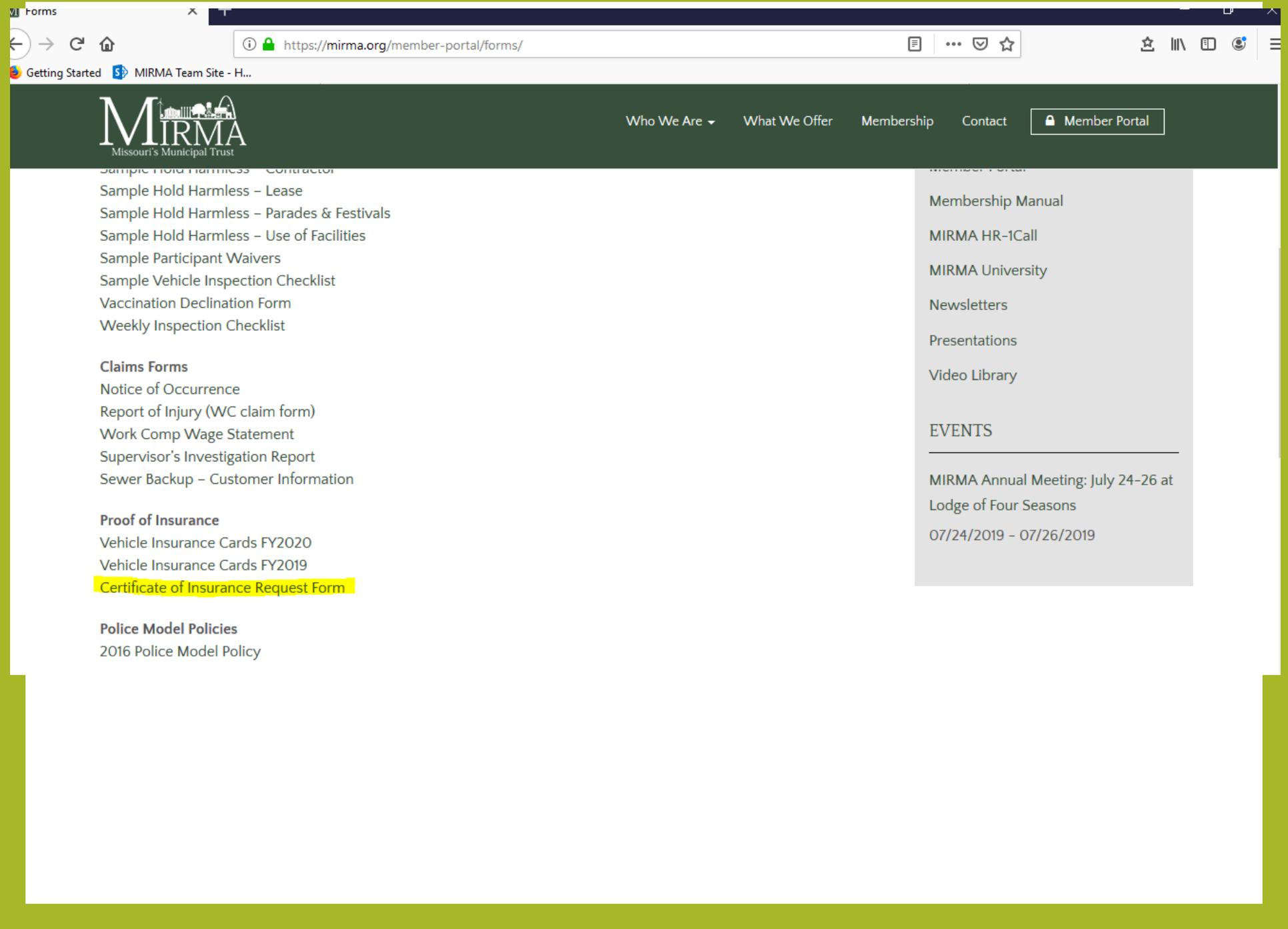
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MEMBER MENU

- [Board Minutes](#)
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- [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](#)



- 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

- Membership Manual
- MIRMA HR-1Call
- MIRMA University
- Newsletters
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EVENTS

MIRMA Annual Meeting: July 24-26 at Lodge of Four Seasons
07/24/2019 - 07/26/2019

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