

Understanding Risk Transfer

Jeff Arp

Loss Control Specialist

Kelly Beets

Senior Loss Control Consultant

WHAT ARE WE GOING TO COVER?

- The elements needed to effectively transfer risk
- Common trends
- MIRMA's Coverage Packet as it relates to risk transfer and other related topics

Loss Control Evaluation Form

IV. LIABILITY CONTROL

A. GENERAL

1) Citizen Complaint follow-up program	<u>10</u>	<u> </u>
2) Sidewalk replacement program (maintenance, inspection, documentation)	<u>20</u>	<u> </u>
3) Secure Hold Harmless Agreements	<u>20</u>	<u> </u>
4) Require Certificates of Insurance	<u>20</u>	<u> </u>
5) City named as an additional Insured	<u>20</u>	<u> </u>
6) Require an additional insured endorsement	<u>20</u>	<u> </u>
TOTAL	<u>110</u>	<u>0</u>



When to do Risk Transfer?

Construction projects / Subcontractors

Special Events

Professional services

Property leases

Permits

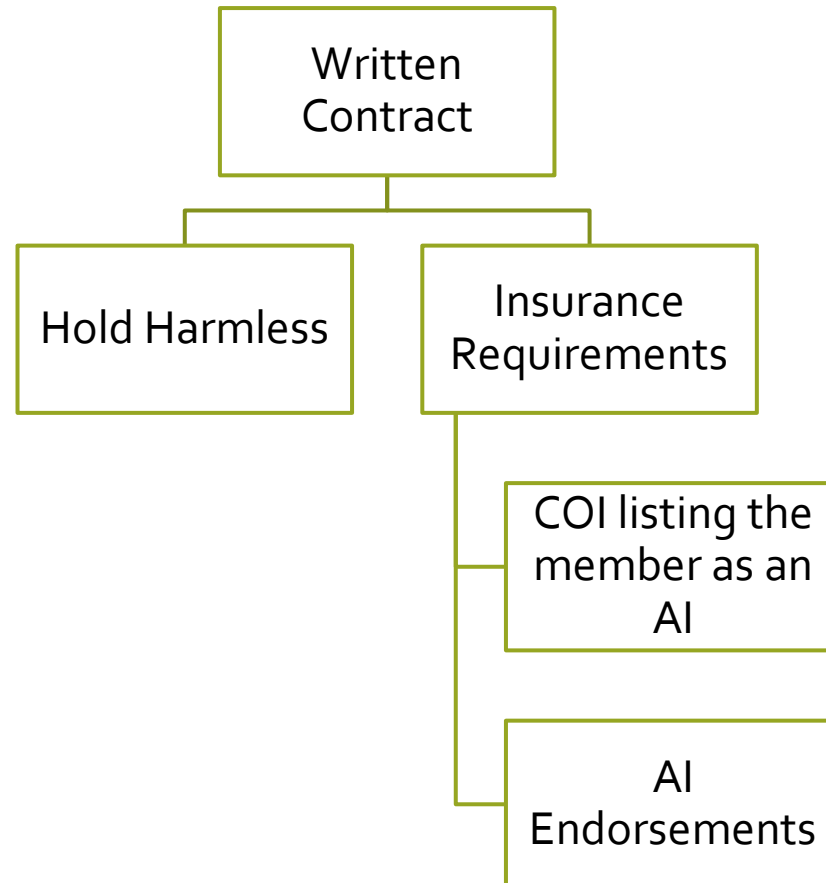
Recreational activities



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 your association.

How is Risk Transfer Accomplished?





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

?

Did You Intend to Agree to this?

"liability limited to amount of compensation or \$100,000 whichever is less....."

"...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..."

Another example...

ALLOCATION OF RISK XX.X Limitation of Remedies: CLIENT agrees to limit liability for any claim arising from or alleged to arise from..... to an aggregate limit of the amount of fees paid under this AGREEMENT, or \$50,000, whichever is greater, except willful misconduct or gross negligence

Their response...

Section XX.X is our limit of liability. We can't work without a limit and risk our company for a \$5-10K project. No company should agree to that.



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, H, 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:
-----------	---------------------	------------------

TYPE OF INSURANCE	ADD. SUBR. (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY					
GEN'L AGGREGATE LIMIT APPLIES PER:					
POLICY					
AUTOMOBILE LIABILITY					
ANY AUTO					
ALL OWNED AUTOS					
HIRING AUTOS					
UMBRELLA LIAB.					
EXCESS LIAB.					
DED.					
RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NJ)					
If yes, describe under DESCRIPTION OF OPERATIONS below					

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

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, ongoing and completed operation, personal & advertising injury, contractual liability and independent contractor,...

A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	<table border="1"> <tr> <td>EACH OCCURENCE</td> <td>\$1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$5000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>\$</td> </tr> </table>	EACH OCCURENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000		\$
EACH OCCURENCE	\$1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000																		
MED EXP (Any one person)	\$5000																		
PERSONAL & ADV INJURY	\$1,000,000																		
GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$1,000,000																		
	\$																		

Other Insurance Coverage Requirements Based on Your Evaluation

Builders Risk

Professional Liability

Inland Marine

X,C,U

Pollution Legal Liability

Boiler & Machinery

Liquor Liability

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.

A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<input type="checkbox"/> _____					
		<input type="checkbox"/> _____					



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

A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$500,000
					E.L. DISEASE - EA EMPLOYEE	\$500,000
					E.L. DISEASE - POLICY LIMIT	\$500,000

Insurance Contract Requirements

4. Prior to activities commencing the _____ shall furnish the member with a **certificate of insurance** evidencing the required coverages, conditions, and limits required by this agreement, have the member, 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 ongoing 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 member, 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.

Insurance Contract Requirements

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.

Insurance Contract Requirements

8. For any claim or suit seeking damages from the Missouri municipality scheduled in this endorsement because of “bodily injury”, “property damage”, or “personal and advertising injury” caused by “your work”, the coverage provided herein does not apply to any claim or “suit” which is barred by the doctrines of sovereign immunity, qualified immunity, and/or official immunity although defense of such actions will be provided. No provision of this condition of coverage, endorsement, or this policy, will constitute a waiver of this company’s right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity.

Insurance Contract Requirements

9. If the contractor maintains broader coverage and/or higher limits than the minimums shown, the member requires and shall be **entitled 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 member.

Insurance Contract Problem

Remember this?



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 your association.

Why agree to a **Waiver of Subrogation**?

“Owner hereby releases and waives any claims against the Contractor, and its, for any loss or damage.....”

During negotiations, you should remove/strikethrough this requirement from there contract.

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-INSURANCE COVERAGE, OR SUBROGATION WAIVER TO THE COVERAGE AFFORDED BY 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:	



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...

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.

Ongoing & Completed Operations AI Endorsements

Owners, Lessees, or Contractors	
CG 20 10	Scheduled Person or Organization
CG 20 37	Completed Operations
CG 20 33	Automatic Status <u>When Required in Construction Agreement</u> with You
CG 20 39	Automatic Status <u>When Required in Written Construction Agreement</u> with You (Completed Operations)
CG 20 38	Automatic Status for Other Parties <u>When Required in Written Construction Agreement</u>
CG 20 40	Automatic Status for Other Parties <u>When Required in Written Construction Agreement</u> (Completed Operations)

Other Endorsements

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

CG 20 01 Primary and Noncontributory

OTHER CONCERNS

AMERICAN INSTITUTE OF ARCHITECTS & ENGINEER JOINT CONTRACT DOCUMENT COMMITTEE



“The Engineers Joint Contract Documents Committee® (EJCDC®) develops and updates fair and objective standard documents that represent the latest and best thinking in contractual relations between all parties involved in engineering design and construction projects”, National Society of Professional Engineers

The Concerns with Them..

Section 6.04 Insurance:

- Does not require the engineer to provide Professional Liability Coverage
- Does not mention AI status

Section 6.10 Indemnification & Mutual Waiver:

- “Defend” is missing
- Percentage Share Negligence

Exhibit G - Insurance:

- CGL per occurrence limit \$500,000
- Owner list the engineer and any subcontractors as AI

Exhibit I - Insurance:

- Mutual Indemnification by Owner
- \$100,000 or less - Limitation of Engineer's Liability

**Nothing in the agreement protecting you from claims
barred by sovereign immunity**

MANUSCRIPT COI'S

Miss Smith
at
at RA
H. B. B. B.

DECLARATION PAGE OPPORTUNITIES....




Review the declaration page and listed endorsements.



Look for endorsements excluding what you want covered.



Ask for a copy of the additional insured endorsements listed.

		AGENCY CUSTOMER ID: MIKEHUC-01 LOC #: 1	ABIGAILTARVER
ADDITIONAL REMARKS SCHEDULE		Page 1 of 1	
AGENCY NFP Property & Casualty Services, Inc. POLICY NUMBER SEE PAGE 1 CARRIER SEE PAGE 1		NAMED INSURED Mike Huckaby DBA: Huckaby Construction 4065 Ojai Rd. Santa Paula, CA 93060 NAIC CODE SEE P 1 EFFECTIVE DATE: SEE PAGE 1	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance			
<p>Contractual Insurance Requirements The attached Certificate of Insurance is provided as part of our service to our client, the insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the insured due to the Insurance Company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.</p> <p>NFP Property & Casualty Services Inc. CA License OF15715 1551 N. Tustin Ave., Suite 500 Santa Ana, CA 92705 Telephone: 714-505-5550 Fax: 714-975-8966</p>			
ACORD 101 (2008/01)			
© 2008 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			

A standardized insurance form used to provide **additional information** that does not fit within the standard fields of a **Certificates of Insurance (COI)**

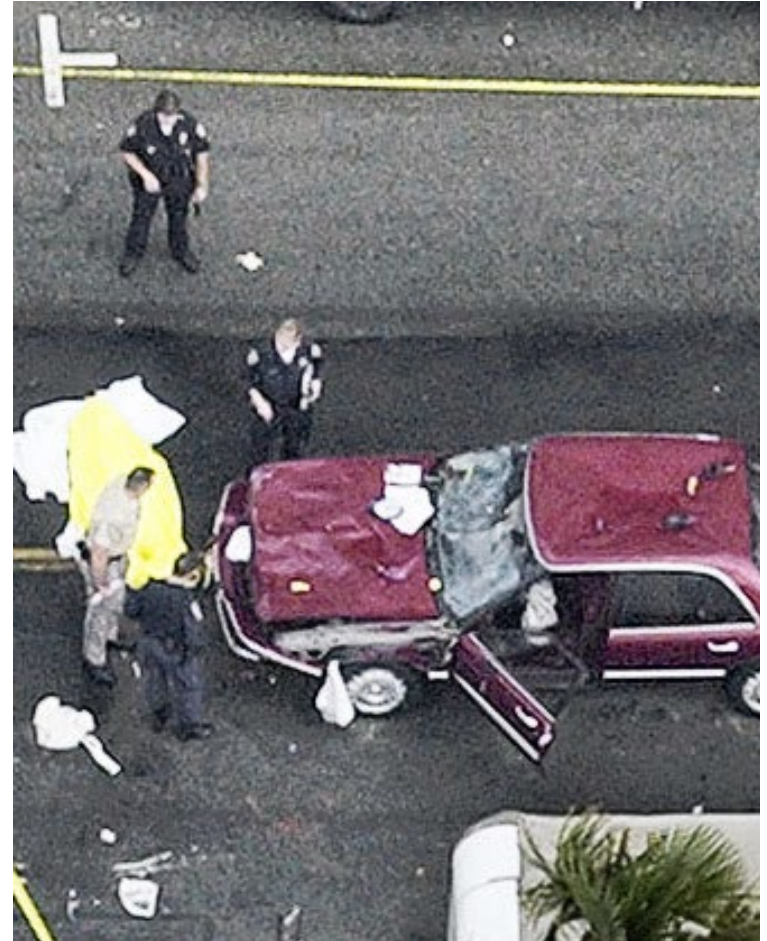
Purpose:

It acts like an **addendum** to clarify or expand upon items in the main form.

RISK TRANSFER PROCESS VS. MIRMA COVERAGE PACKET

Farmers Market

- Run by a local business, not City sponsored.
- 86-yr old male – in Buick - Struck rear of vehicle stopped for pedestrians continued through intersection and into a farmers' market.
- Killed 10 People. Injured 63.
- Failure of driver- Hit accelerator.
- Contributing to severity of accident was the lack of a barrier system to protect pedestrians.



Farmers Markets

- The Missouri Department of Agriculture **does not** **categorize farmers markets as agritourism.** Farmers Markets would need to reach out to their attorney or insurance company regarding possibly liability and to explore coverage options.
- **No Immunity**



General Liability Exclusion:#24 (Conditional Exclusion)

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

b. **Bicycles** (BMX events). Bicycles in a competition, skills clinics or training classes for mountain bike courses 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. This exclusion also does not apply to skills clinic or training classes at courses with a difficulty rating at or below an Intermediate Rating (Blue Square) as established by International Mountain Bike Association.

c. **Any martial arts-wrestling, boxing, kickboxing, mixed martial arts, ultimate fighting, or any fighting competition.**

This exclusion does not apply to instructional classes or demonstrations, or other events associated with such classes sponsored by the member.

IMBA Trail Difficulty Rating System



	 EASIEST WHITE CIRCLE	 EASY GREEN CIRCLE	 MORE DIFFICULT BLUE SQUARE	 VERY DIFFICULT BLACK DIAMOND	 EXTREMELY DIFFICULT DBL. BLACK DIAMOND
TRAIL WIDTH	72" (1,800 mm) or more	36" (900 mm) or more	24" (600 mm) or more	12" (300 mm) or more	6" (150 mm) or more
TREAD SURFACE	Hardened or surfaced	Firm and stable	Mostly stable with some variability	Widely variable	Widely variable and unpredictable
AVERAGE TRAIL GRADE	Less than 5%	5% or less	10% or less	15% or less	20% or more
MAXIMUM TRAIL GRADE	Max 10%	Max 15%	Max 15% or greater	Max 15% or greater	Max 15% or greater
NATURAL OBSTACLES AND TECHNICAL TRAIL FEATURES (TTF)	None	Unavoidable obstacles 2" (50 mm) tall or less Avoidable obstacles may be present Unavoidable bridges 36" (900 mm) or wider	Unavoidable obstacles 8" (200 mm) tall or less Avoidable obstacles may be present Unavoidable bridges 24" (600 mm) or wider TTF's 24" (600 mm) high or less, width of deck is greater than 1/2 the height	Unavoidable obstacles 15" (380 mm) tall or less Avoidable obstacles may be present May include loose rocks Unavoidable bridges 24" (600 mm) or wider TTF's 48" (1,200 mm) high or less, width of deck is less than 1/2 the height Short sections may exceed criteria	Unavoidable obstacles 15" (380 mm) tall or less Avoidable obstacles may be present May include loose rocks Unavoidable bridges 24" (600 mm) or narrower TTF's 48" (1,200 mm) high or greater, width of deck is unpredictable Many sections may exceed criteria

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.** **This exclusion does not apply to a zip line at which the maximum head injury criteria from fall does not exceed 1,000.**

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.**

NEW-Exclusion

#24



- A **rodeo** or any public performance or competition in which individuals show their skill at riding cattle, horses or other livestock, or catching and other livestock with ropes.



Additional Risk Management Best Practices for Climbing Walls @ Swim Pools

Installed per the manufacturer's requirements and specifications.

On the annual evaluation – **FALL
ZONE MUST BE ROPED OFF
FROM OTHER SWIMMERS**

NO OTHER SWIMMERS
ALLOWED IN THE AREA

General
Liability
Exclusion
#24
Conditions

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

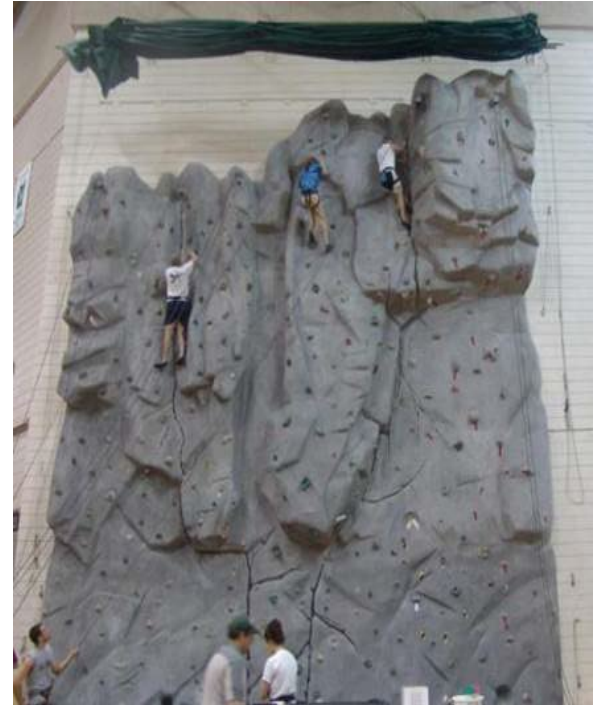
General
Liability
Exclusion
#24
Conditions

h. 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.

General Liability Exclusion #24 Conditions

- A Climbing wall over ten feet tall must meet the requirements of MO Revised Statutes Section 316
- Must have an operator.



General Liability Exclusion #24

Risk Transfer Part

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.

General
Liability
Exclusion #24

Risk Transfer
Part

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.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

**EXCLUSION FOR FIREWORKS AND OTHER PYROTECHNIC
DEVICES**

- A. This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses including damages for care and loss of services, arising from the ownership, maintenance, operation, sponsorship, set up or take down or other use of fireworks, including firecrackers, Roman Candles, pinwheels skyrockets, ground displays, flares, smoke bombs and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these by any Insured or by any person for which any Insured may be liable in any capacity.
- B. This insurance does not apply to any obligation of any Insured to indemnify, defend or contribute jointly or severally with another because of "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising from any of the activities specified in A., above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

**EXCLUSION FOR CLIMBING, REBOUNDING AND INTERACTIVE
GAMES AND DEVICES**

- 1) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses including damages for care and loss of services arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:
- a) Rock climbing walls, Velcro walls and similar scaling devices;
 - b) Gymnastic equipment;
 - c) Trampolines and similar rebounding devices;
 - d) "Moon Bounces", "Moon Walks", "Space Walks", and similar inflatable games and devices;
 - e) Laser tag, bungee jumping, Sumo wrestling, human spheres, water slides and similar interactive games and devices;
 - f) Advertising balloons, rooftop balloons, helium blimps and similar devices by any insured or by any person for which any insured may be held liable in any capacity.
- 2) This insurance does not apply to any obligation of any Insured to indemnify, defend or contribute jointly or severally with another because of "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising from any of the activities specified in 1), above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 11 _____ day of February _____, 2022, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 24,000 _____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 1st 2022 at approximately 09:30 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

- ☒ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- ☐ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

- ☐ the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$24,000 _____ in full by April 15 _____ (70 days prior to event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.
- ☐ \$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of July 2nd _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

Don't forget to add language that nothing in this contract waives the members right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law.

General Liability 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. Poker Runs, demolition derbies, stunt driving or speed contests involving automobile, heavy equipment, or motorized watercraft.

General Liability- Exclusion #23

d. **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.

e. **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.

General Liability Exclusion #23

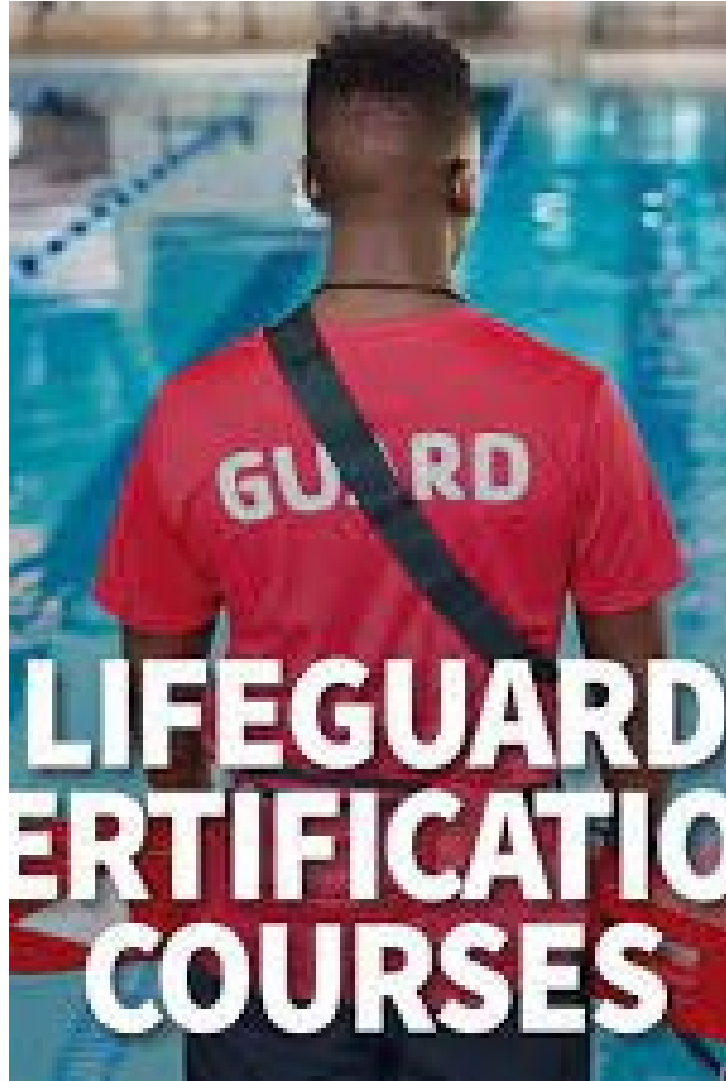
f. **Inflatable bubble balls** that partially or fully enclose the user.

FYI: a Cole County business a couple of years ago paid \$45 million for a broken neck from these bubble balls.





GENERAL LIABILITY EXCLUSION #18



NEW TO EXCLUSION

#18

If no lifeguards in coverage
area. Exclusion #18 will
apply

Exclusion 18

- The ownership or operation of any public swimming pool; unless the “Member” provides lifeguards, who have a valid lifeguard certification or lifeguard license which conforms to the Model Aquatic Health Code and the “Member” meets the minimum staffing requirements of that certification or licensing organization during all times that the facility is in use.

COMMERCIAL PROPERTY COVERAGE

D. EXCLUDED PROPERTY - This coverage does not apply to the following types of excluded property:

14. 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.

EXCLUDED PROPERTY

21. 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, the growing, cultivation, manufacturing, production, distribution or dispensing of marijuana or associated products, or buildings operated as a bowling alley or restaurant.

COMMERCIAL PROPERTY COVERAGE

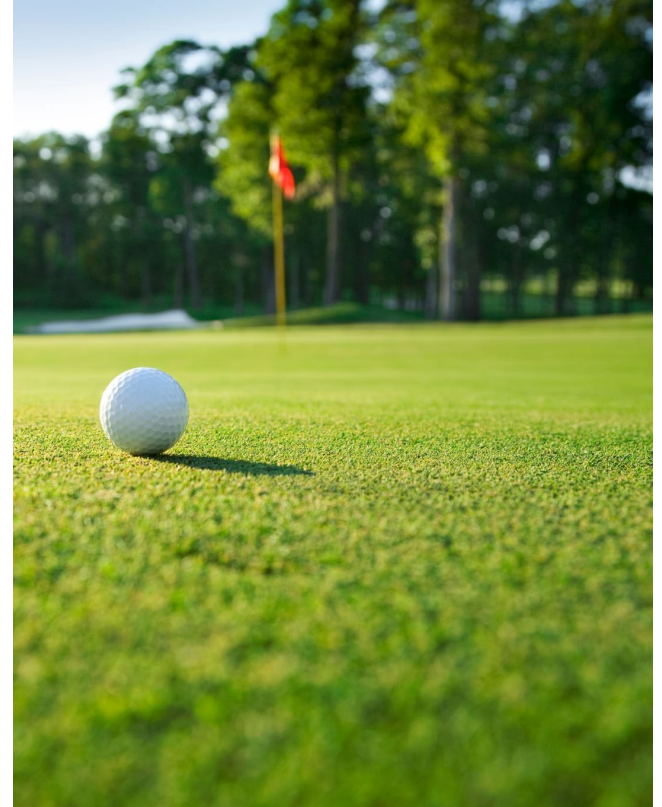
Any building as described in the paragraph above will be treated as newly acquired property as per **SECTION IV – SPECIAL CONDITIONS, F. NEWLY ACQUIRED PROPERTY** under this Coverage Part, once the building is no longer occupied by another entity for the manufacturing, assembly, fabrication or finishing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

Exclusion #21

Exceptions

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





How Purchasing Works

1

Tell us about your event

Enter your contact info, venue location & basic details about your event.

2

Review & Purchase Policy

All major credit cards are accepted.

3

Download documents

You're done! Download or email your certificates of insurance.

SPECIAL EVENT

Event Helper benefits



- Member is provided with unique link to Event Helper application
- -Application is prefilled with coverages and additional insured wording required by member
- -3 minute application with instant document delivery upon purchase
- -Receiving documents directly from Event Helper guarantees authenticity and accuracy
- -No cost to member or obligation of exclusivity

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.eventhelper.com

Fill out application online

Contact: Myles Anderson

Myles@eventhelper.com

Direct Phone: 530-500-2003

Customer Service: 855-493-8368

www.eventhelper.com

CERTIFICATE OF INSURANCE REQUEST

Important Information

- Department of Insurance does not allow MIRMA to issue certificates from the MIRMA office.
- Requests should be made to:
 - Colin Wallace, Account Manager,
colin.wallace@lockton.com
 - Phone: (618)420-8889
- Must complete a Certificate of Insurance request form which located on the MIRMA website.
- Financing, leasing or borrowing equipment or using other people's property, even occasionally, when doing work on another's premises.



https://mirma.org



Team Site - H...



[Who We Are](#) ▾

[What We Offer](#)

[Membership](#)


[Contact](#)





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

[2022 Annual Meeting](#)

[Board Minutes](#)

[Directory](#)

[Financials](#)

[Origami / File a Claim](#)

[Genex ClinicalCare 24 \(formerly FirstNurse\)](#)

[Forms/Policies](#)

[Member Portal](#)


[Membership Manual](#)

[MIRMA Health](#)

[MIRMA HR-1Call](#)

[Newsletters](#)

Shared Files

Sort:  Alphabetical A-Z  Alphabetical Z-A  Most Recent  First Posted



January 29, 2021

[Who We Are](#) ▾[What We Offer](#)[Membership](#)[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](#)[Mem](#)[MIRM](#)[MIRM](#)[New](#)[Pres](#)[Vide](#)[EVE](#)[MIRM](#)[Lodg](#)[07/2](#)



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**

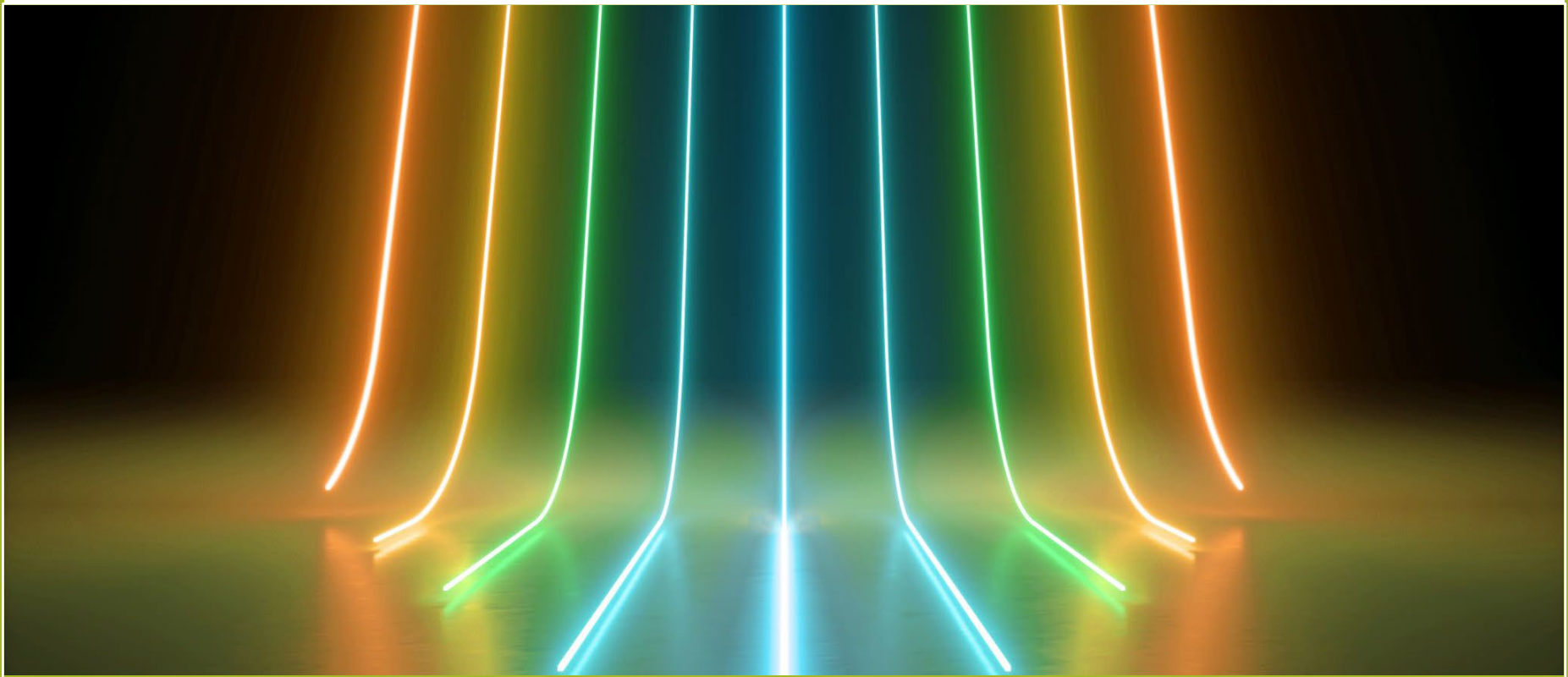
The original Certificate will be sent to you for distribution to the requestor.

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

Email completed form to: colin.wallace@lockton.com and
mwdwestcertificates@lockton.com

Colin Wallace (Lockton Companies) - (618) 420-8889 (phone)
Mitchell Drexler (Lockton Companies) - (314) 983-4365 (phone)

Revised May, 2022



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, the wavier shall name the member as well.
- Should reference “consideration”
- Participation is voluntary

PARTICIPATE WAIVERS FROM OTHERS

Make sure organizers know if they are planning to use a participate waiver for their event that the waiver also includes the member.

This should a requirement in the contract or reservation form.



QUESTIONS...

My Smith

ates

ates Pa

H. Green

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

Missouri Hospital Plan

4700 Country Club Drive • Jefferson City, Missouri 65109

CERTIFICATE OF INSURANCE

MISSOURI

This Certificate of Insurance is issued as a matter of information only and does not extend or create coverage. This Certificate confers no rights upon any party, including the Certificate Holder in Additional Insured. This Certificate does not amend, modify, extend or alter the coverage terms, exclusions, conditions or other provisions of the policy(ies) described below or any Declarations Page issued in connection therewith. This Certificate does not, in any way, represent or warrant the appropriateness, adequacy or sufficiency of coverage under such insurance.

Named Insured and Mailing Address:

Missouri Hospital Plan
4700 Country Club Drive
Jefferson City, Missouri 65109

HOSPITAL PROFESSIONAL LIABILITY		COMMERCIAL GENERAL LIABILITY	
Form of Coverage:	Claims Made	Form of Coverage:	Claims Made
Policy Number:	HPG 01000117	Policy Number:	HPG 01000117
Effective Date:	07-01-2023	Effective Date:	07-01-2023
Expiration Date:	07-01-2024	Expiration Date:	07-01-2024
Limits:		Limits:	
Each Occurrence Limit	\$ 2,000,000	Each Occurrence Limit	\$ 2,000,000
Aggregate Limit	\$ 6,000,000	Aggregate Limit	\$ 6,000,000
		Products/Completed Operations Aggregate Limit	\$ 6,000,000
		Personal and Advertising Injury Limit	\$ 2,000,000
		Damage to Premises Rented To You Limit	\$ 100,000
		Medical Expense Limit	\$ 5,000

Additional Insured: City of [redacted], [redacted] and [redacted] and [redacted] with respect to General Liability coverage for the "[redacted]" rates sponsored by the Named Insured to take place annually.

NO PHYSICAL DAMAGE INSURANCE PROVIDED (No coverage for direct damage to equipment or property).

CAUTION: This is to certify that the policy(ies) of insurance listed above has been issued to the Named Insured 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, any insurance which may be afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies), as set forth in the Declarations Page issued in connection therewith, and is subject to cancellation or termination without notice to Certificate Holder, including termination of Certificate Holder as an Additional Insured if Certificate Holder had been designated an Additional Insured. The limits shown above may have been reduced by prior deductibles or co-payments. Nothing herein shall be construed to limit in any way the quantity or quality of coverage.

Certificate Holder:

Address:

City of [redacted]
[redacted]
[redacted]

This Certificate executed June 06, 2023

Jesse Macentis

Authorized Representative

Form [redacted]