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	10	
2)	Sidewalk replacement program (maintenance, inspection, documentation)	20	
3)	Secure Hold Harmless Agreements	20	
4)	Require Certificates of Insurance	20	
5)	City named as an additional Insured	20	
6)	Require an additional insured endorsement	20	
	TOTAL	**110**	**0**

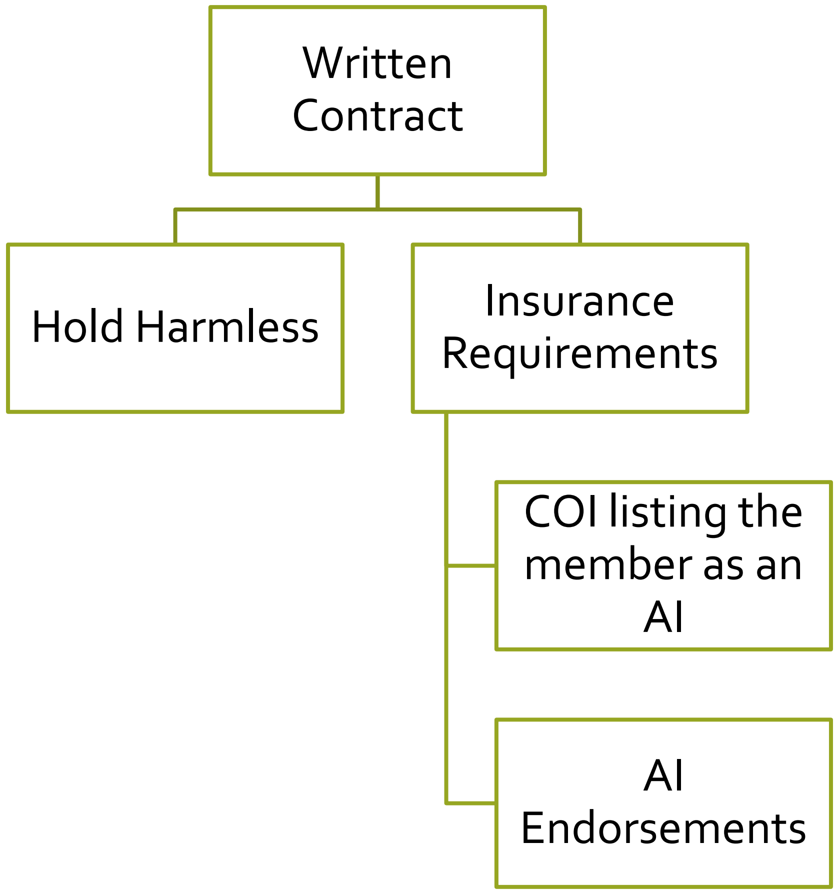
When to do Risk Transfer?

- 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…"

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	☒	GENERAL LIABILITY ☒ COMMERICAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☒ OCCUR ☐ ____ ☐ ____ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	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

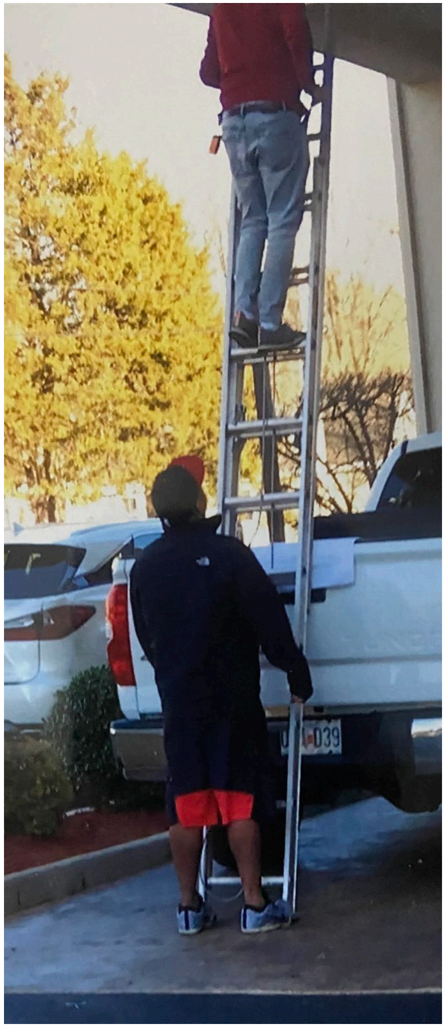
- Builders Risk
- Professional Liability
- Inland Marine
- X,C,U
- Pollution Legal Liability
- Boiler & Machinery
- Liquor Liability
- Others: Aircraft Liability, Hangers Keepers…

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	☒	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ____ ☐ ____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$

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	☐	**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	☒ WC STATUTORY LIMITS ☐ 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. **<u>Umbrella or Excess Liability </u>**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 Lability 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 "**<u>Follow-Form</u>**" basis.

Insurance
Contract Requirements

6. <u>Claims-Made Policies</u>

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 **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 member.

Insurance Contract Problem

Remember this?

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.

CERTIFICATE OF INSURANCE REVIEW

Names Match With Contract

Policy #

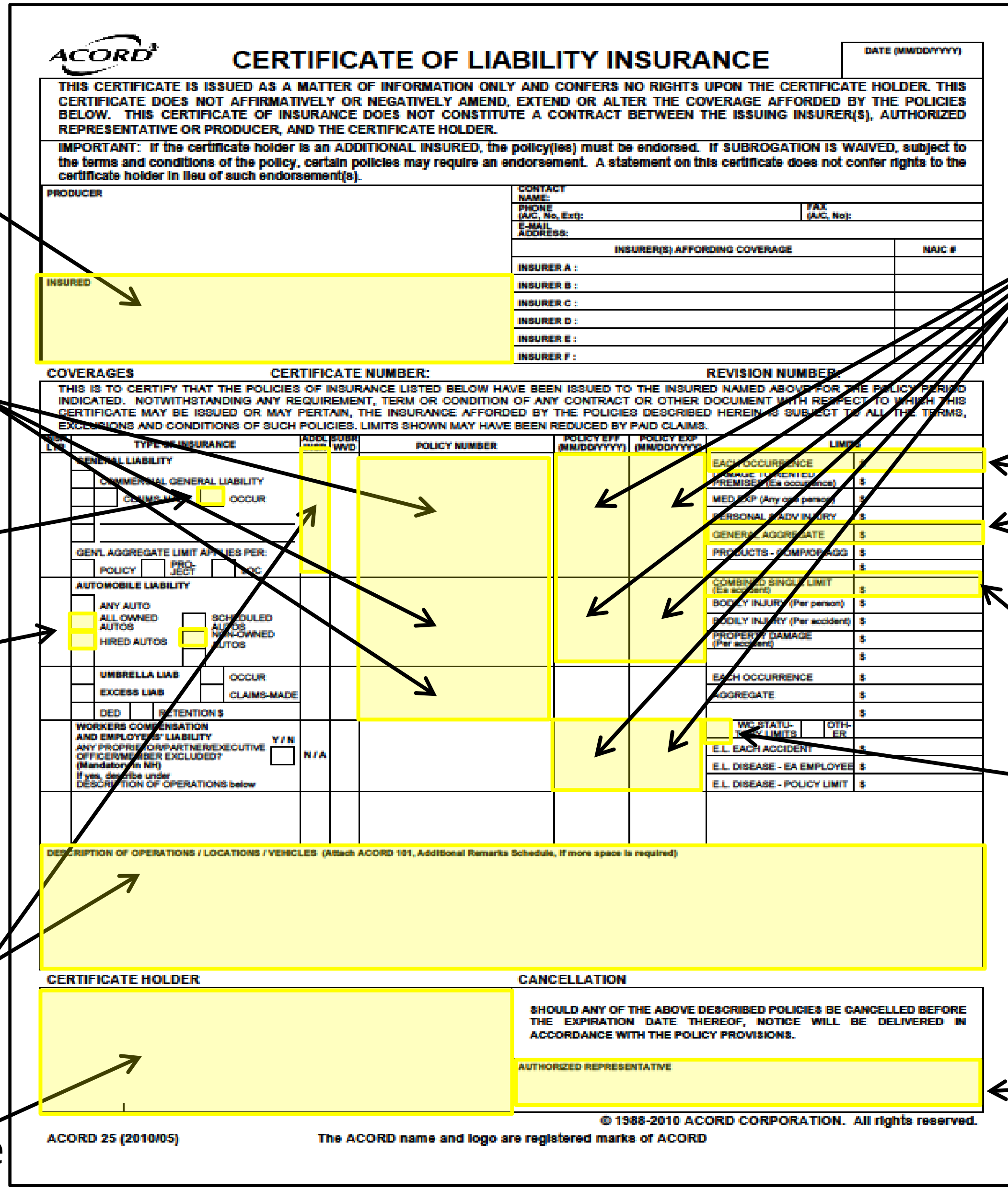
CGL occur not claims made

Auto Liability

Additional Insured Status

NO “X”

List the Member by name & monitor


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.

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / 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

ACORD 25 (2010/05)

Check Policy Dates

CGL Check Limits

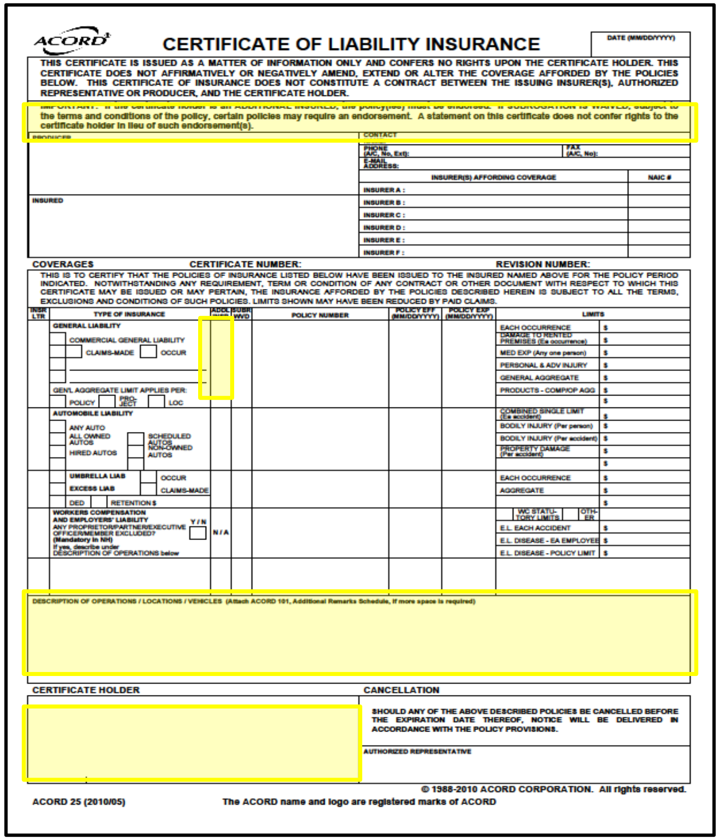
Auto Check Limit

Statutory limits

Signed Copied

ADDITIONAL INSURED ENDORSEMENTS

Why are we asking for them?



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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 :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ \$ \$

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	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

ACORD 25 (2010/05)

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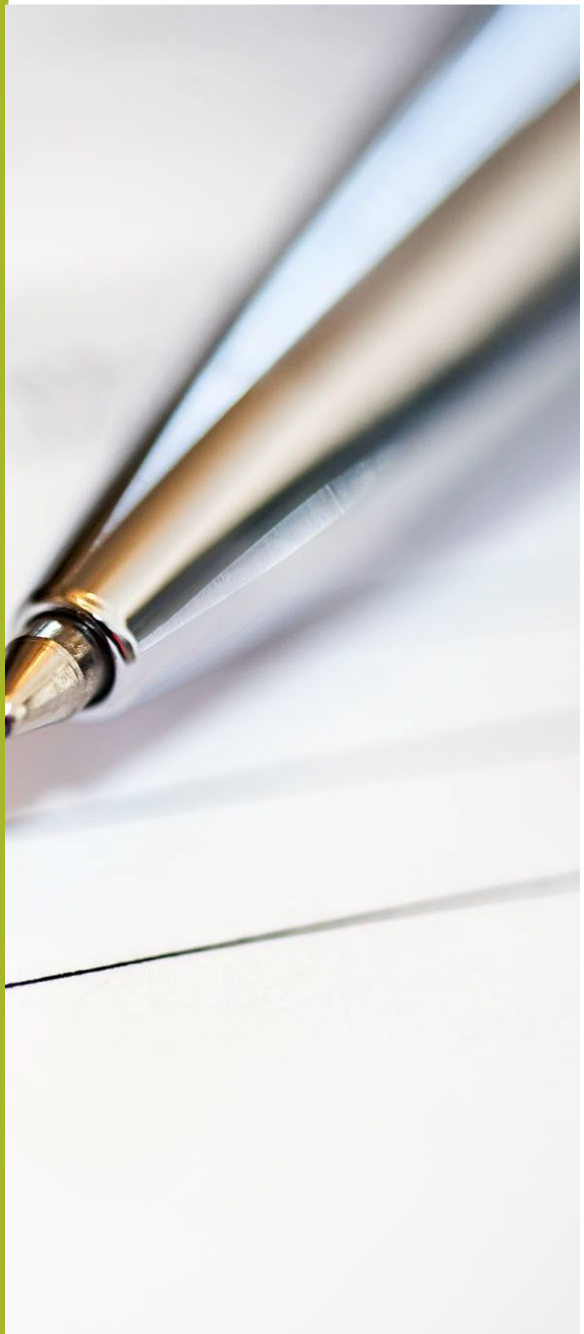


Additional Insured Endorsement Intent

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 preforming 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.

SAMPLE

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 When Required in Construction Agreement **with You**
CG 20 39	Automatic Status When Required in Written Construction **with You** (Completed Operations)
CG 20 38	Automatic Status **for Other Parties** When Required in Written Construction Agreement
CG 20 40	Automatic Status **for Other Parties** When Required in Written Construction Agreement (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

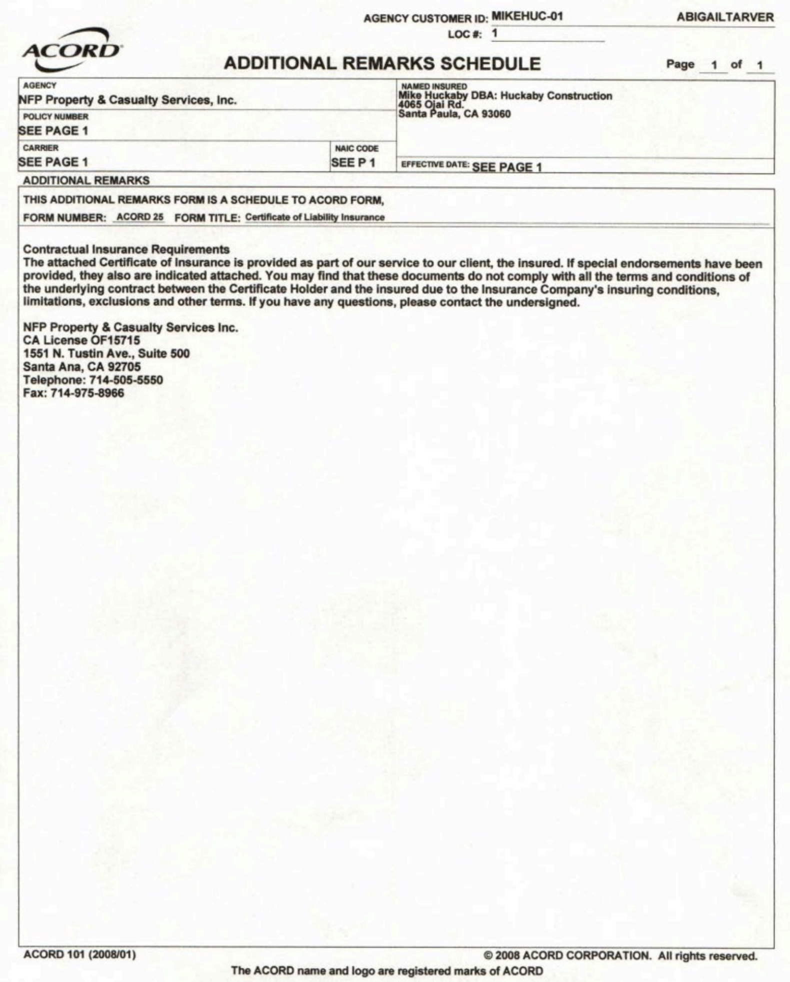
CG 20 01 Primary and Noncontributory

OTHER CONCERNS

MANUSCRIPT COI'S

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 ABIGAILTARVER
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE Page 1 of 1

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Mike Huckaby DBA: Huckaby Construction 4065 Ojai Rd. Santa Paula, CA 93060
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	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

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.

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

ACORD 101 (2008/01)

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.

Contracts from others..

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

<u>Exhibit G - Insurance:</u>

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

<u>Exhibit I - Insurance:</u>

- 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

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 Ag 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 Last Year- 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**

This is a 10 point item.

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 [redacted], 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)*:**

- [x] 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.
- [x] $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**.

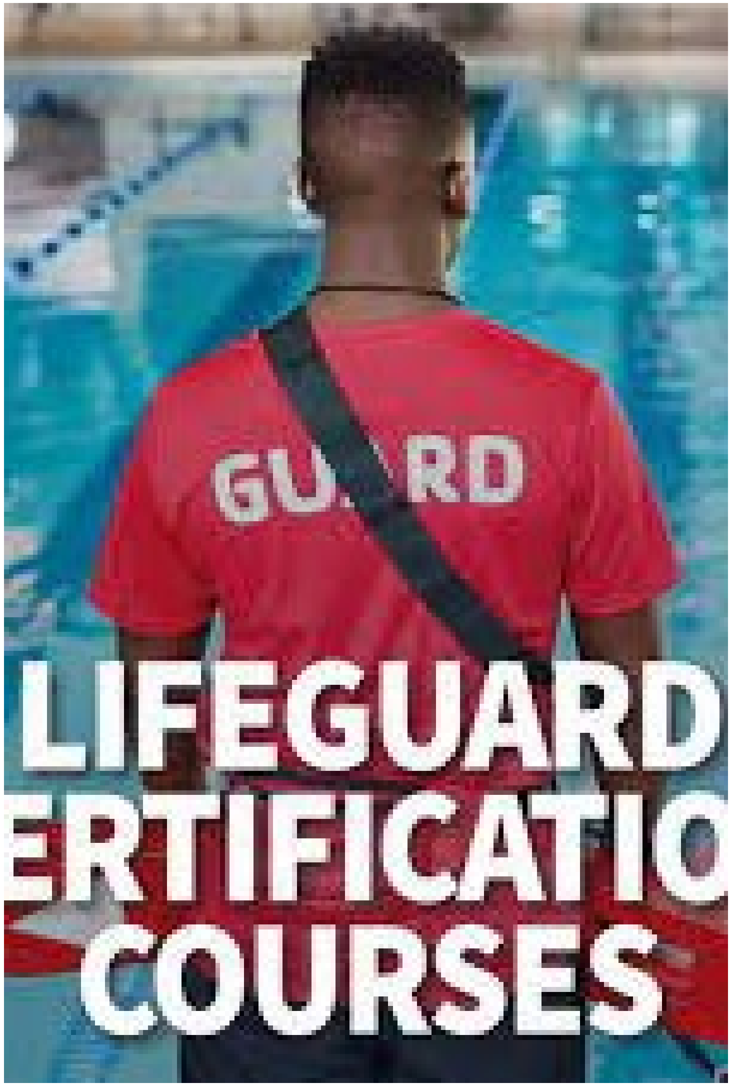

@NCFirewire / Twitter

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.

<u>COMMERCIAL PROPERTY COVERAGE</u>

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, **<u>if the work is being performed by independent contractors</u>**.

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

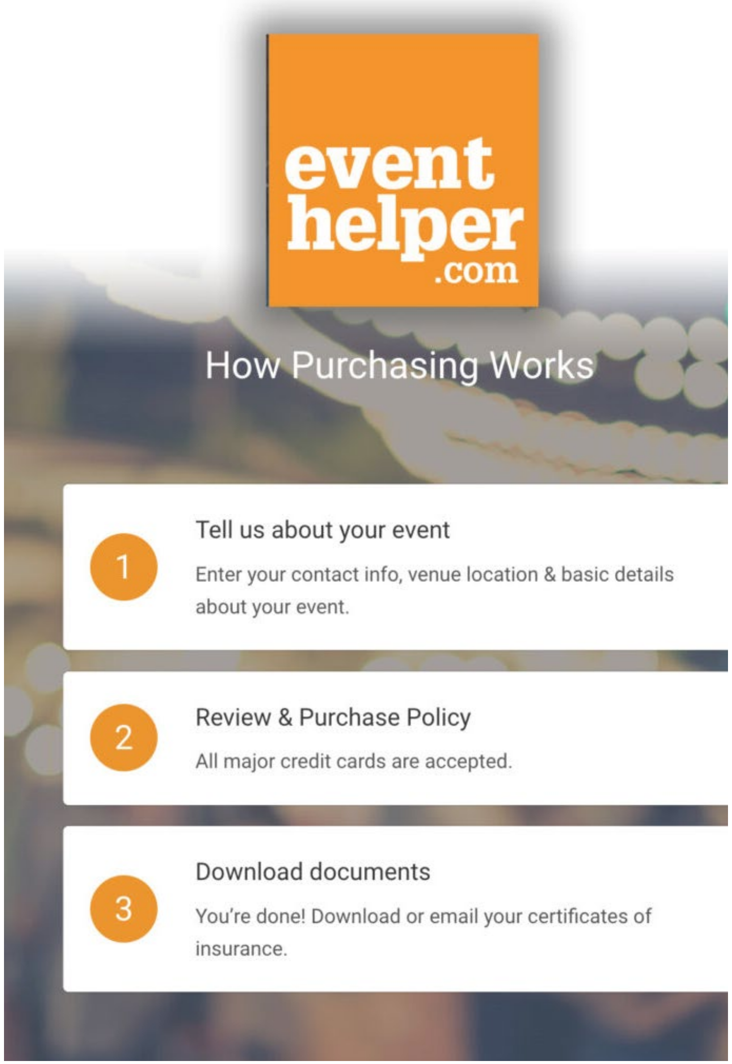
Any building as described in the paragraph above will be treated as newly acquired property as per **SECTION IV – SPECIAL CONDITIONS, F. NEWLY ACQUIRED PROPERTY** under this Coverage Part, once the building is no longer occupied by another entity for the manufacturing, assembly, fabrication or finishing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



SPECIAL EVENT

Event Helper benefits

SPECIAL EVENT COVERAGE

eventhelper.com

- 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. eventhehelper.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

- Requests should be made to:
  - You can always call your Loss Control Representative.
  - MIRMA_Requests@alliant.com
- 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.


MIRMA
Missouri's Municipal Trust
Employment Opportunities
Who We Are
What We Offer
Membership
Contact
2026 Annual Meeting
Member Portal
Welcome to MIRMA
WE ARE MISSOURI'S MUNICIPAL TRUST.
About Us ›

MIRMA
Missouri's Municipal Trust

Employment Opportunities | Who We Are | What We Offer | Membership | Contact | 2026 Annual Meeting | Member Portal

Your Profile

EDIT PROFILE

Kelly Beets   kbeets@mirma.org   Staff   573-817-2554

Shared Files

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

January 29, 2021

July 1, 2020

LOGOUT

MEMBER MENU

- 2025 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
- Presentations
- Training
- Video Library

EVENTS

- No events

Sample Vehicle Inspection Checklist
Vaccination Declination Form
Weekly Playground Inspection Checklist

Claims Forms
To file a claim
Work Comp Wage Statement
Supervisor's Investigation Report

Sewer Backup Forms:

- Sewer Backup – Customer Information (given to the customer after a SBU in order for them to understand what is expected of them in the cleanup and claims processes and for them to know what to expect from the City and MIRMA
- Sewer Backup – Member (for the Member to complete so we understand your response to the event, the history of the sewer line, and the history of your work on the sewer line)
- Sewer Backup – Member with STEP System (for the Member to complete so we understand your response to the event, the history of the sewer line, and the history of your work on the sewer line)

Proof of Insurance

Vehicle Insurance Cards for Fleet (for individual vehicles, print from Origami)

Certificate of Insurance Request Form

Police
2024 Police Model Policy (Word document)

Background Check Form

Police Policies Test and Answers

Police Ride Alongs Whitepaper 2024

Human Resources
Sample Employment Application
MIRMA Model Personnel Policy (Revised 1/12/2023)

- Model Personnel Policy (Revised 1/12/2023 with changes in red)

Model Marijuana Policy – approved May 2025

MIRMA
Missouri's Municipal Trust

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:	Additional Insured (Liability) Loss Payee (Property)	Limits Requested:
☐ Property	☐	____________
☐ Auto Physical Damage	☐	____________
☐ General Liability	☐	____________
☐ Auto Liability	☐	____________
☐ Workers' Compensation		

Additional Insured Endorsement is one in which *you* provide insurance protection for *the Certificate Holder.* **Copy of Contract Required**

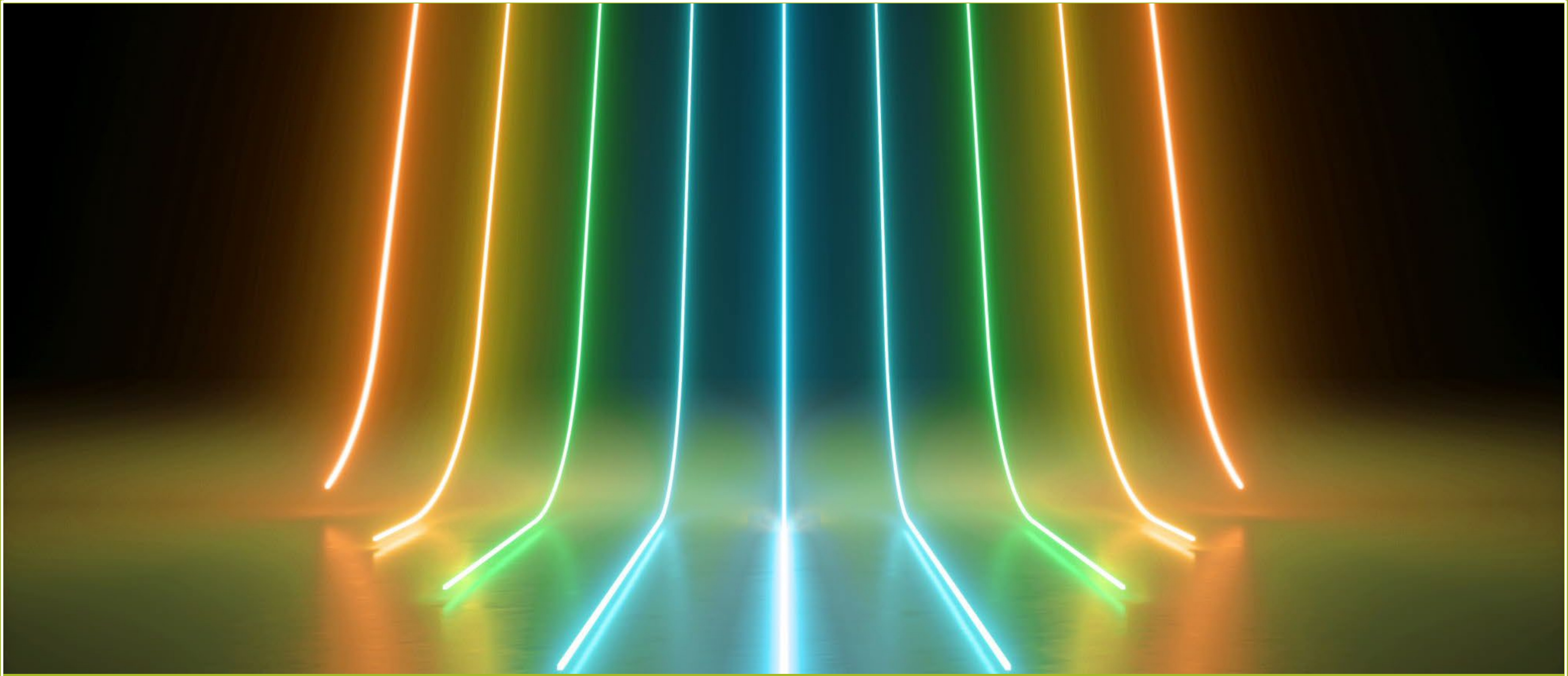
Loss Payee Endorsement is one in which the *Certificate Holder is paid directly* by the insurance company for losses to real or personal property and/or automobiles or equipment. **Copy of Contract Required**

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

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

Email completed form to: **MIRMA_Requests@alliant.com**

**NOTE: There is an underscore (_) between "MIRMA" and "Requests").*



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…

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.

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 or 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:

[redacted]

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] and [redacted] and [redacted] with respect to General Liability coverage for the "[redacted]" races sponsored by the Named Insured to take place annually.**

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

COVERAGES: 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), or 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 paid claims or expenses as applicable. Nothing herein shall be construed to confer any rights upon any party.

Certificate Holder: [redacted]
Address: [redacted]

This certificate executed June 06, 2023

Authorized Representative

Form [redacted]