



SMOKY LAKE COUNTY

Title: Municipality / Additional Named Insured Relationship	Policy No.: B.02-02 E
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Legislation Reference:	Alberta Association of Municipal Districts and Counties: Jubilee Insurance Agencies Ltd. <i>Alberta Insurance Act</i>
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Purpose:	<ol style="list-style-type: none"> 1. To assist non-profit organizations located within Smoky Lake County with obtaining insurance coverage from the Municipality’s insurers Jubilee Insurance Agencies Ltd. 2. For the management of Additional Named Insured risk in order to maintain the ability of allowing Additional Named Insured on Municipal Policy both from a regulatory standpoint, for the protection and long-term stability of the self-insurance.
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Policy Statement and Guidelines:	
1. BACKGROUND:	
1.1	As a member of the Alberta Association of Municipal Districts and Counties, the Municipality is part of a large group of local governments which utilize their strength in numbers, volumes and size to secure policy coverage from Jubilee Insurance Agencies Ltd.
1.2	Jubilee Insurance Agencies Ltd. is willing to provide insurance to non-profit organizations that work with local governments to provide various municipally based services to residents. By obtaining policies as “additional insured” parties to the Municipality’s insurance plan, these groups may realize financial savings and enhanced coverage.
1.3	Loss prevention and control are key aspects of any insurance coverage plan. Organizations accessing coverage as “additional insured” parties to the Municipality’s plan retain primary responsibility for ensuring that loss prevention and control practices are implemented and reviewed regularly. A proactive approach will assist these organizations and the Municipality with minimizing risk and claims, controlling insurance costs and ensuring that coverage is available in the future.

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Policy Statement and Guidelines:	
2. ELIGIBILITY:	
2.1	The Additional Named Insured <u>will not</u> engage in any activity that differs from what the municipality is aware of at the time of being added without notifying the municipality who in turn must notify Jubilee Insurance Agencies.
2.2	As “additional insured” parties, organizations will obtain all related property, liability, bond and crime and auto coverage for the eligible programs, activities and facilities outlined above from Jubilee Insurance. This will assist organizations and the Municipality with ensuring that the requested insurance coverage is relatively consistent with that of the County and that recommended by the County’s insurance company.
2.3	The municipality is to engage in a written “Letter of Understanding Agreement” – Schedule “A” with each Additional Named Insured, outlining that the Additional Named Insured agrees to engage in reasonable and effective risk management training as provided through Jubilee Insurance Agencies. Each Additional Named Insured must have representation at an Additional Named Insured if such a workshop is presented in their communities as a requirement for remaining as an Additional Named Insured on the Municipal Policy.
2.3.1	The municipality will maintain a file, a signed Letter of Understanding Agreement from each Additional Named Insured.
2.3.2	All Additional Named Insured must provide the Municipality of all minutes taken at their meetings.
2.3.3	Any future Additional Named Insured to the municipal policy will require a copy of the signed Letter of Understanding Agreement to be provided to the Jubilee Insurance Agencies prior to binding any insurance coverage.
2.3.4	Each Additional Named Insured will require a motion from Council approving the additional of the Additional Named Insured to the municipal policy outlining that Council is aware of the risks and responsibilities of adding the Additional Named Insured.
2.4	All incidents, no matter how minor they may appear, that occur at or through an Additional Named Insured, it’s operations or premises, must be reported to the municipality within 48 hours of detection, to allow for incident and claims tracking.

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Policy Statement and Guidelines:	
3. RENEWAL OF “ADDITIONAL NAMED INSURED” STATUS	
3.1	Should an organization require significant adjustments to its “additional insured” policy coverage that may arise from changes in its operations (i.e. due to expansion of a facility or as a result of altering the delivery of services), the Municipality and the insurance company must be advised in advance of these changes being implemented.
3.2	An updated insurance policy will be prepared by the organization, the insurance company and the Municipality. It will be presented to Council for review and approval.
4. COMPLIANCE WITH PROCEDURES:	
4.1	Prior to actually obtaining coverage, organizations accessing “additional insured” policies will agree to comply with procedures set out from time to time by the Municipality and Jubilee Insurance Agencies.
4.2	The organization will be responsible for all premiums, fees, and costs levied to the County with respect to the “additional named insured” coverage and will pay the required amount to the County immediately upon receipt of an invoice.
5. TERMS OF TERMINATION:	
	The Municipality or the insurance company reserve the right to terminate any policy obtained via “additional insured” coverage by an organization. A thirty (30) day period commencing on the date of issuance of written notice will be provided to the organization.
6. FINAL AUTHORITY FOR APPROVAL OF “ADDITIONAL NAMED INSURED REQUESTS:	
	In accordance with the policy statements outlined above, the Council of the Smoky Lake County retains ultimate and final authority with respect to approving any insurance requests from organizations to obtain “additional named insured” coverage.

	Date	Resolution Number
Approved	September 20, 2007	# 599-07 - Page # 8463
Amended	September 25, 2008	# 687-08 - Page # 8746
Amended		



SCHEDULE "A"



MUNICIPALITY / ADDITIONAL NAMED INSURED LETTER OF UNDERSTANDING – AGREEMENT

This letter of understanding agreement is between the following parties:

SMOKY LAKE COUNTY

AND

LEGAL REGISTERED NAME OF NON-PROFIT ORGANIZATION:

MAILING ADDRESS: _____
Box City or Town Postal Code

REGISTERED SOCIETY/INCORPORATION NUMBER: _____

PHONE # _____ FAX #: _____ EMAIL: _____

DATED THIS _____ day of _____, 20__.



_____ understands and agrees that as a requirement towards obtaining
Name: Non-Profit Organization

insurance coverage as an **Additional Named Insured** under the master insurance policy of the Municipality,

that _____ understands and agrees to the following requirements in
Name: Non-Profit Organization

order to obtain **Additional Named Insured** status, as well as to maintain **Additional Named Insured** status.

These requirements are as follows:

Name: Non-Profit Organization

1. Will not engage in any activity that differs from its' current and regular course of operations, and as indicated on the most current completed application for Insurance coverage with Jubilee Insurance Agencies, without notification to the Municipality as master insurance certificate holder which must then be followed by formal written approval from the Municipality back to _____
Name: Non-Profit Organization
In order to confirm acceptance of changes in activity or purpose.
2. Agrees to provide the Municipality with Minutes taken of meetings within a reasonable time period following approval of such minutes by the Additional Named Insured's Board.
3. Agrees that all incidents, no matter how minor they may appear, that occur at or through its' operations or premises, are to be reported directly to the Municipality within 48 hours of detection.
4. Agrees to having representation at **Additional Named Insured** insurance/risk management training and workshops, if such workshops are presented within the jurisdiction of the Municipality and the Municipality provides reasonable notification of such training or workshops.
5. Agrees to engage in reasonable and effective risk management training and initiatives that address the risk and exposure profile of _____
Name: Non-Profit Organization

- 6. Agrees to ensure and confirm that Host Liquor Liability coverage is obtained for all special event activities and facility rental functions at which liquor is to be served.
- 7. Agrees to fully complete the Jubilee Insurance Agencies Additional Named Insured Group Application for consideration of initial insurance coverage, as well as the Jubilee Insurance Agencies Additional Named Insured Annual Application form for any and all subsequent annual insurance policy renewals.
- 8. Agrees to not enter into any contract with any organization whatsoever for services and/or supplies without the expressed prior written approval of the Municipality. This is included as contracts contain clauses directly related to risk assumption and transfer and claims of the Additional Named Insured become the claims of the Municipality.

The Municipality acknowledges and appreciates that such requirements provide for the protection of the rate payers of the Municipality, while providing access to a cost effective, efficient and comprehensive insurance alternative for non-profit groups who may qualify for *Additional Named Insured* status under the Municipality.

This letter of understanding agreement in no way implies that insurance coverage will be extended indefinitely

into the future of the Municipality to _____, and neither does it waiver the
Name: Non-Profit Organization

rights of the Municipality to amend, alter or change such a letter if such an action is deemed necessary by the Municipality or its' insurers.

Agreed to and accepted by:

 Authorized Name of behalf of Non-Profit Group

 Authorized name on behalf of the Municipality

 Signature

 Signature

 Title

 Title