

SECURITY GUARD & INVESTIGATIVE AGENCIES

General Liability Comparative Checklist

Yours
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1. HIGHER AGGREGATE LIMIT

\$5,000,000 Aggregate Limit/\$1,000,000 per Occurrence

2. GUARANTEE FUND*

* Applicable to North American Specialty Insurance Company only.

Key Question: Is your insurer a licensed and admitted company in your state?

WHAT IF your insurer becomes insolvent? Are you covered by your state insurance guarantee fund?

3. ASSAULT & BATTERY ENDORSEMENT

Treats "Assault & Battery" as an occurrence. There are no questions raised as to the use of "physical" or "reasonable" force.

Key Question: Does your policy limit coverage to "reasonable" or "physical" force to protect persons or property or does it define "assault & battery" as a covered occurrence?

WHAT IF you are sued because your guard attacks someone?

4. ERRORS & OMISSIONS

Covers property damage, bodily injury and financial loss.

Key Question: Does your errors & omissions coverage only provide coverage for bodily injury and property damage claims?

WHAT IF you are sued for financial loss?

5. BLANKET ADDITIONAL INSURED (OPTIONAL)**

When required by contract or when a certificate of insurance is issued.

Key Question: Does your blanket additional insured only respond when required by written contract? Do you always have a signed contract in file?

WHAT IF the additional insured requirement is not in the contract but is only required by your client's insurance specifications? What if you sign a contract requiring you to name your client as an additional insured but forget to request a certificate from your agent?

6. INDEPENDENT CONTRACTOR COVERAGE

By specific endorsement **whether or not** there is a signed contract at the time of the loss.

Key Question: Does your independent contractor coverage only respond as a contractual liability coverage if there is a signed contract with that contractor? Do you always have a signed contract in file?

WHAT IF you do not have a contract signed with your sub-contractor at the time of loss?

7. THEFT EXTENSION ENDORSEMENT

"Theft or loss of property" which your guards may be protecting as long as it does not involve alleged theft on the part of the named insured or it's employees.

Key Question: Does your policy provide coverage for theft by parties other than your guards? If so, is there a lower sub-limit with a higher deductible?

WHAT IF contracts with your clients require a one million dollar limit? Are you in violation or breach of the terms of your client contracts or even your own standard contract, and responsible for the difference?

8. NO DEDUCTIBLE

Unless requested.

Key Question: Does your policy have a deductible of \$1,000 or more?

WHAT IF there were five claims from multiple parties that arose from one incident? Would your deductible be five times the deductible amount or \$5,000?

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9. INCIDENTAL MEDICAL MALPRACTICE ENDORSEMENT

Amends "bodily injury" to include incidental medical malpractice.

Key Question: Does your policy provide coverage for first aid to others?

WHAT IF your guard provides medical attention and that party sues you for medical malpractice?

10. MACE POLLUTION ENDORSEMENT

Coverage for aerosol chemicals provided.

Key Question: Does your policy have an exclusion for pollution?

WHAT IF there is a claim where your guard uses aerosol spray? Does your policy cover this?

11. LOST KEY ENDORSEMENT

For keys lost by your guards.

Key Question: Does your policy pay for keys and new locks if required?

If so, is there a lower sub-limit with a higher deductible?

WHAT IF your guard loses keys to a large office complex? Are you covered?

12. MOBILE EQUIPMENT EXTENSION ENDORSEMENT

For off road security carts.

Key Question: Does your policy extend the definition of mobile equipment to include golf carts, ATVs and other off road vehicles?

WHAT IF your guards are patrolling and cause property damage or bodily injury with a golf cart? Are you covered?

13. CONTRACTUAL PERSONAL INJURY

Key Question: Does your contractual coverage also protect you from personal injury claims? Has the contractual exclusion for personal injury been deleted?

WHAT IF your client seeks indemnification for a false arrest claim? Are you covered?

14. PRIMARY COVERAGE

Automatic when required by a contract.

Key Question: Does your policy automatically provide coverage on a primary basis when required by contract without an endorsement or additional charge?

WHAT IF this insurance coverage is required and you forget to request the endorsement from your agent? Are you covered?

15. NO MINIMUM EARNED PREMIUM NO MINIMUM & DEPOSIT PREMIUM*

* Subject to minimum policy premium

Key Question: Does your policy refund a portion of your premium if you cancel early or if an audit results in an over payment?

WHAT IF you lost a large client and payroll decreased from the estimated payroll used to determine your premium?

16. NO PUNITIVE DAMAGES EXCLUSION

Key Question: Does your policy EXCLUDE punitive damages for either general liability or errors & omissions coverage?

WHAT IF part of the judgment awarded includes punitive damages? Are you covered?

** Other Optional Coverage: Waiver of Subrogation, Employee Benefits Liability, Per Project Aggregate, Stop Gap.

• The IZZO liability policy/program refers specifically to coverage written by North American Specialty Insurance Company or North American Capacity Insurance Company.

• All coverages may not be available in all states.

• This checklist is only illustrative and is not intended as an offer, binder, policy or statement of insurance.



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