



## **PROPERTY & LIABILITY CLAIM & INCIDENT REPORTING GUIDELINES**

*CRSIG's goal is to work closely with our Members to assist them in Risk Management and early claim resolution to reduce costs and help maintain a good image for the District.*

### **When do you notify CRSIG?**

- a) When an incident has occurred that is likely to become a claim – *Bullying, Employment Practices, Hazing, Sexual Misconduct, Concussions, etc.*
- b) If you receive a verbal or written demand asserting liability and damages.
- c) If you receive a verbal or written request for monetary award.
- d) When a claim (tort) form is filed.
- e) When a law suit is filed and you have been served.
- f) All incidents / claims must be reported, even those within your deductible.

### **What constitutes notice to CRSIG?**

- a) Completion of the Accident Report Form(s) located in Origami Risk.

*If you plan to conduct an internal investigation, please communicate this so we may work with you.*

### **When an incident with potential for damages is reported, CRSIG will:**

- a) Review current facts and evaluate coverage
- b) If part of claim qualifies for coverage, CRSIG will evaluate for Pre-claim or Legal options.

### **When a claim is submitted, CRSIG will:**

- a) Review current facts and evaluate coverage
- b) If coverage is clear CRSIG will assume responsibility of the claim and will retain counsel if necessary in preparation of resolution of the claim.
- c) If there is no coverage CRSIG will notify the District in writing.
- d) CRSIG will investigate the claim before the claim is rejected or accepted.
- e) CRSIG accepts or rejects claims, not the District.
- f) CRSIG will communicate openly with the District contact.

**LATE NOTICE OF A CLAIM MAY RESULT IN LOSS OF COVERAGE**

**CRSIG Memorandum of Coverage Conditions:**

**B. CLAIM REPORTING REQUIREMENTS**

It is agreed that with respect to claim reporting, the **covered party**, in addition to the terms set forth in this Memorandum, must report an **occurrence**, offense, or **wrongful act**. The **covered party** must also give CRSIG immediate written notice for any claims or **suits** which the **covered party** becomes aware of that include injury of the following types:

1. Death;
2. Paralysis, paraplegia, or quadriplegia;
3. Loss of eye(s) or limbs;
4. Spinal cord or brain injury;
5. Dismemberment or amputation;
6. Sensory organ or nerve injury or neurological deficit;
7. Serious burns;
8. Severe scarring;
9. Sexual assault or battery, including, but not limited to, rape, molestation, or sexual abuse;
10. Substantial disability or disfigurement;
11. Any class action;
12. Any claim or **suit** in which CRSIG is named as a defendant; or
13. Any injury caused by Lead.

It is further agreed that nothing herein shall act to increase CRSIG's limit of liability.

**C. DEDUCTIBLE**

The Member is responsible for any deductible specified in the Declarations, which deductible shall be included in, and not in addition to, the applicable Limit of Liability. If the Authority pays an amount within the deductible in settlement or in satisfaction of judgment, the Member shall reimburse the Authority within 30 days of the Authority's request.

The **covered party** shall report all claims alleging an **occurrence, personal injury, public officials errors or omissions liability, employment practices liability wrongful act**, or sexual harassment or sexual abuse, even if the **covered party** believes the value of the claim is within the applicable deductible.

*We are available to work with Members to help create best practice standards. Please contact Susan Adams at [susan@crsig.com](mailto:susan@crsig.com) or (209) 579-7535 or Erik Knak, CRSIG Claims Administrator at (530) 247-1049 or [erik@knakco.com](mailto:erik@knakco.com) should you have any questions or wish to discuss this in more detail.*