



# INSURANCE MANUAL 2024

For policies effective April 1, 2024 to April 1, 2025  
Insurance Program Administered by Lockton Affinity, LLC

## Table of Contents

- How to Contact Us
- Risk Management Resources
- Claims Reporting
- When to Contact Us
- Fund Raising / Special Events
- Determining the Value of a Construction Project
- Certificates of Insurance
- Requests for Additional Insured Coverage
- Safety and Loss Control Tips
- HFH Minimum Insurance Coverage
- Master Policy Coverage
- Individual Policy Coverage
- US Construction Definitions

# How to Contact Us

Toll-free Phone Number..... (888) 553-9002

Fax Number..... (913) 652-3967

Email Address .....hfhinsuranceservice@locktonaffinity.com

Web Site. .... [www.hfhaffiliateinsurance.com](http://www.hfhaffiliateinsurance.com)

The password for the Affiliate page on the website is **Lockton**

The Habitat for Humanity Affiliate Insurance Program is committed to providing excellent customer service to its affiliates. As such, a dedicated Client Solutions team is available to help you with any of your insurance needs.

## Risk Management Resources

The Habitat for Humanity Affiliate Insurance Program is committed to helping affiliates operate safe job sites and ReStores to ensure the safety of employees and volunteers, by offering loss control and safety training resources. To access these tools, go to [HFHAffiliateInsurance.com/ResourcesOnline](http://HFHAffiliateInsurance.com/ResourcesOnline) Safety Training Courses.

Our safety courses and certification program help ensure construction and ReStore workers practice and comply with safety standards. We strongly encourage you to complete the courses on the Recommended Course list in addition to all other courses that pertain to your affiliate's needs and activities. The courses are free to Habitat affiliate employees and volunteers.

- **Risk Management Articles and Blogs**

Check out our collection of safety resources, such as our quarterly e-newsletters, articles, and blogs which will help you create a safety culture within your affiliate.

- **Worksheets, Checklists, and More**

Helpful safety tools can be found on our website but also on MyHabitat, which provide ways for your affiliate to develop and ensure that safety is practiced on and around job sites, in ReStores, and for other affiliate-related exposures.

## Employment Practices Liability (EPL) Resource For Affiliates

**EPL Assist** EPL Assist™ is a cutting-edge risk management program providing policyholders with a wide variety of legal content, forms, and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting Chubb-insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, Chubb insureds with EPL coverage have access to the content and advice necessary to compete in today's challenging legal environment. Visit [www.EPLAssist.com](http://www.EPLAssist.com) to register or take a tour.

# Claims Reporting Contact Information

**Report all incidents immediately to Chubb (the carrier for the Habitat for Humanity Affiliate Insurance Program).**

Do not delay or withhold reporting an incident or loss because you think the incident is not insured or too trivial to report, or because you are waiting for repair estimates, doctor opinions, police reports, etc. A delay in reporting could jeopardize insurance coverage.

Chubb gives the option to designate an incident as a "Report Only" claim where appropriate. This option enables affiliates to meet their duty to timely report all potential claims, even if the person involved in the accident is ok or not pursuing the matter at that time. In addition, when reporting claims be sure to provide copies of all Incident Reports, Witness Reports, site photographs, videos, and other documentation.

**To file a claim, you will need:**

- Your affiliate Account Location Code. This is your Lockton Affinity 7-digit account number.
- Your policy number. See below for Master Policy numbers.

**\*Claims Made policies have very restrictive claim reporting requirements.** The Named Insured must immediately report claims or circumstances that they become aware of during the policy period or the extended reporting period. Failure of timely notice could result in the denial of coverage. (Directors and Officers, Employment Practice Liability, Fiduciary Liability, Excess D&O/EPL)

Coverage	Policy Number		Filing Contact Information
Volunteer Accident Medical	N04862429		<b>Phone:</b> (855) 434-4223 Option 1 <b>Email:</b> ACEAandHClaims@chubb.com
Volunteer Accident Disability	N04862430		
<b>New York Affiliates      All Other Affiliates</b>			
General Liability	G24962854	G24962842	<b>Phone:</b> (855) 434-4223, Option 3 <b>Email:</b> HabitatFNOL@chubb.com
Property and Crime	F10865438	F10865426	
Builder's Risk	I08497916	I08497904	
Directors and Officers (D&O)* Employment Practices Liability (EPL)* Fiduciary Liability*	G24962866	G21005885	
Excess D&O/EPL*	G24962878	G21005897	
Umbrella	G2496288A		
Automobile	Please refer to your policy or contact Client Solutions		
Workers' Compensation	Please refer to your policy or contact Client Solutions		<b>Phone:</b> (833) 808-2106 <b>Email:</b> ESISclaims@tnwinc.com

## Online Claim Reporting

Go to [www.hfhaffiliateinsurance.com](http://www.hfhaffiliateinsurance.com). Click Affiliate Login on the homepage. Enter the password **Lockton**.

- o Click on File a claim, at the top of the page
- o Click on File a claim online
- o Click on "Please check [HERE](#) to enter a new claim."
- o Complete the Claim Submission online Form.

Click Save. Be sure to print a copy of the confirmation message for your records.

**\*Claims Made policies have very restrictive claim reporting requirements.** The Named Insured must immediately report claims or circumstances that they become aware of during the policy period or the extended reporting period. Failure of timely notice could result in the denial of coverage. (Directors and Officers, Employment Practice Liability, Fiduciary Liability, Excess D&O/EPL)

# When to Contact Us

Please call us at (888) 553-9002 if any of the following apply to your affiliate:

- **For property coverage to apply to any (completed) properties your affiliate owns, or is required to insure**, (such as office buildings, ReStores, warehouses, etc.), it must be specifically scheduled on your statement of values on file with us. If it is not scheduled, there will be no coverage, so please review your schedule closely at renewal, and if you acquire or need to add a property mid-term, send it to us to be scheduled.
- **Please also closely review the limits for each scheduled property to ensure that the limits shown for each location are sufficient.** With costs increasing it costs more to replace buildings (such as office buildings, ReStore, warehouses, and completed or vacant dwellings) than it used to or when you originally added the location. In the event of a loss, you will not receive more than the limit shown, even if it costs more to replace the property, so you don't want to find yourself underinsured.
- **Business Income Limit greater than \$250,000.** If you estimate that the loss of net income in the event of a total loss to your property will exceed \$250,000 per occurrence, additional limits should be purchased. Particular attention should be paid to larger ReStores, where this type of loss could be significant.
- **Total Replacement Cost for computer equipment more than \$50,000.** Additional limits may be purchased.
- **Contractors Equipment more than \$25,000 Actual Cash Value.** Additional limits may be purchased.
- **Tools more than \$2,500 Actual Cash Value.** Additional limits may be purchased.
- **Purchase of a new vehicle.** The vehicle must be scheduled on the policy for coverage to apply.
- **New drivers.** Please let us know when a new employee/volunteer will be driving company vehicles.
- **Residential Construction Projects with a single building greater than 10 units** - Any residential construction project involving single buildings with greater than 10 units must be reported and approved before the start date.
- **Residential Construction Projects of multiple buildings with more than 15 units total (whether on a single or adjacent premises).** - Any residential construction project involving multiple buildings, like subdivisions, with greater than 15 buildings must be reported and approved before the start date.
- **Residential Construction Projects valued at \$1,500,000 or more (\$250,000 locations in Puerto Rico, \$125,000 for all other USA territories, and possessions)** - Any residential construction project with a projected completed value of \$1,500,000 or more must be reported to and approved before the start date.
- **Single restoration or rehabilitation construction project with a completed value of \$1,000,000 or more.** Any single restoration or rehabilitation construction project with a completed value of \$1,000,000 or more must be reported to and approved by the company before the start date.
- **Total completed value of all construction projects in progress at any one time exceeding \$3,000,000.** When the total completed value of all construction projects exceeds \$3,000,000 additional limits should be purchased. (Completed value includes material and labor plus the actual cash value of office trailers but excludes land).
- **Restoration or rehabilitation projects other than single-family homes.** Report any construction project involving the restoration or rehabilitation of any dwelling other than a single-family home.

**Please call us at (888) 553-9002 if any of the following apply to your affiliate:**

- **Nonresidential construction project.** Report any non-residential construction project (such as ReStores, Warehouses, Office Buildings, Community Centers, etc.) before the start date.
- **Restoration or rehabilitation projects requiring coverage for the existing structure.**
  - Report any construction project when you need to insure the existing structure in addition to the value of the renovation work before the start date.
  - The types of construction projects described above require additional underwriting. Please report these projects to us 30 days before the start of construction so that we can properly underwrite these exposures.
- **Property coverage for completed construction projects.** Report the completion of any construction work when you still need to insure the structure (vacant property, tenant-occupied dwelling.)
- **Special Events Coverage.** See detailed explanation & application in the following pages.
- **Underground Storage Tanks** Does your affiliate have an Underground Storage Tank that you own or are responsible for? Some affiliates' facilities are heated by oil stored in underground tanks. Liability arising from an environmental or pollution spill from an underground storage tank is not covered under a standard General Liability Policy. To cover this type of exposure, your affiliate would need to purchase an Underground Storage Tank Policy providing environmental or pollution liability coverage. You may even be required to carry insurance coverage on the Underground Storage Tank. If you are not sure of the requirements, you could review the financial responsibility regulations on the EPA website, or your state website or consult with a local law firm. Even if you aren't required to carry the coverage, you should strongly consider it because contamination or clean-up costs from a spill or leak can be very costly. The insurance coverage would also afford your affiliate access to counsel and coverage for defense costs if you got brought into a claim that your affiliate is ultimately not responsible for. If your affiliate has this exposure and needs to get the necessary insurance coverage, please contact us. Please note that affiliates could have other exposures that could result in a pollution liability or environmental claim. If your affiliate is interested in obtaining a quote for Pollution Liability coverage, please let us know.
- **BLANKET MORTGAGE SECURITY POLICY "Force-Placed"** Property Insurance protects HFH affiliate's interest as a lien holder in the event the homeowner recipient has not provided you with proof of property insurance coverage.

# Coverage for Special Events

Many activities, including fundraising activities are **not covered** by the General Liability and Umbrella or Excess Liability insurance. Due to the additional exposures associated with some special events, the insurance company may require additional information to provide coverage for the event.

Examples of events that are **COVERED** under the general liability or umbrella policy include:

- Bowling Events
- Walk-A-Thons
- Dedications
- Fund Raisers
- Informational Presentations
- Parades
- Garage Sales
- Bake Sales
- Dinners
- Silent Auctions
- Car Shows

## **EVENTS THAT INCLUDE THE FOLLOWING ACTIVITIES OR EXPOSURES ARE EXCLUDED. SEPARATE COVERAGE MUST BE PURCHASED.**

- Selling, serving, or furnishing alcoholic beverages requiring a liquor license and where the vendor is not obligated under a written contract or agreement to provide a defense for and to hold harmless your affiliate.
- Bicycle events, including virtual bike events.
- Aircraft, including hot air balloons.
- Animals including dog acts, donkey basketball, petting zoos, pony rides, and rodeos. This exclusion does not apply to fishing tournaments or fishing ponds.
- Circus', carnivals, or other activities or events with mechanical amusement devices such as Ferris wheels, tilt-a-whirls, merry-go-rounds, mechanical bulls, or any item mechanical device that uses power, wheels and/or sprockets that spin twirl, or jerk.
- Contact amateur sports such as boxing, hockey, karate, and wrestling.
- Motorized sporting events including tractor/truck pulls and racing.
- Professional sporting activities or events.
- Pyrotechnical devices including fireworks and explosives.
- Injury to participants in activities involving rappelling, climbing, belaying, and ascending including but not limited to during an obstacle course, up or down buildings, cliffs, canyons, or mountains.

Your Independent Contractors (for example, a subcontractor providing alcoholic beverages at your event) should provide you with a Certificate of Liability showing your affiliate as an Additional Insured *before* they begin working for you.

We appreciate your help in ensuring that you have adequate insurance protection for the activities your affiliate participates in. Please call us at (888) 553-9002 if you are planning an event that may include any of the above exposures.

# Determining the Value of a Construction Project

## Values reported for Builder's Risk coverage.

The value you report to us for your construction projects should include the completed replacement cost value of each of the following expenses that become a permanent part of the insured construction projects. This includes the value of labor and materials provided by your subcontractors.

### **INCLUDE REPLACEMENT COST VALUES FOR:**

- Labor - when determining the value of labor, assume the replacement cost if done by a contractor without the benefit of donated or discounted labor.
- Materials - when determining the value of materials, assume the replacement cost without the benefit of donated materials.
- Supplies
- Machinery and Equipment that will become a permanent part of the finished structure.
- Cost of Excavation, Gradings or Fillings
- Underground Pipes
- Landscaping
- Reasonable Profit

### **INCLUDE TEMPORARY CONSTRUCTION WORK ACTUAL CASH VALUE FOR:**

- Fences
- Scaffolding (Including Erection Cost)
- Formworks
- Falsework & Temporary Structure necessary for completion of the construction project
- Dedicated Office Trailers
- Dedicated Storage Trailers

### **DO NOT INCLUDE:**

- Land
- Contractors Equipment or Tools
- Fine Arts
- Furniture
- Model homes - Model homes must be separately endorsed onto your policy for coverage to apply.
- Free-standing household appliances - Your policy automatically provides \$100,000 coverage for your legal liability for free-standing household appliances as an additional coverage.

### **CONTACT US BEFORE THE START OF CONSTRUCTION OF:**

- Any single Restoration or Rehabilitation Construction Project with a completed replacement cost value of \$600,000 or more
- Residential Construction Projects of single buildings with greater than 10 units
- Residential Construction Projects of multiple buildings with more than 15 units total on a single premise or adjacent premises
- Any single new Residential Construction Project with a completed value of \$1,500,000 or more (\$250,000 in Puerto Rico, \$125,000 in all other USA territories, and possessions)
- Non-residential / Commercial Construction Works (such as ReStores, Warehouses, Office Buildings or Community Centers)

### **OTHER INSTANCES TO CONTACT US:**

- When the Total Completed Replacement Cost Value of a single Residential Construction Project that begins during the policy period exceeds \$1,500,000 (\$250,000 in Puerto Rico, \$125,000 in all other USA territories, and possessions)
- When the Total Completed Replacement Cost Value of all construction projects in progress at any one time exceeds \$3,000,000.
- If you need to continue the Property Coverage for a construction project that has been completed for 60 days or more (including vacant property or tenant-occupied dwelling).

# Certificates of Insurance

## General Information

A Certificate of Insurance is issued as a matter of information only to provide evidence of insurance. It is not a contract. Certificates are simply snapshots of the basic policy coverages and limits.

A Certificate of Insurance is not an endorsement to the policy. It does not change, extend, or alter the coverage afforded by the policy. The Certificate of Insurance confers no rights upon the certificate holder.

## Additional Insured Status

In addition to describing the insurance available to the named insured, a certificate may also indicate that a certificate holder is an additional insured under the referenced policy. This is informational only. The policy issued to the named insured (you) must include the proper additional insured endorsements for coverage to apply. The "Blanket Additional Insured by Written Contract or Agreement Endorsement" is an example of one such endorsement. This endorsement provides coverage for specific types of individuals or organizations (such as Lessors of Premises) whom you are required to add as an additional insured to the policy by written contract, agreement, or permit, that is: 1. Currently in effect or becoming effective during the term of the policy; and 2—executed before the loss.

## Notice of Cancellation

The standard Certificate of Insurance includes the following statement regarding cancellation notice: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS."

Most certificate holders, including additional insureds, will **not** receive a notice of cancellation or notice of nonrenewal of the named insured's (your) policy with the following exceptions (and then only when the proper endorsement is attached to the policy and if the cancellation/nonrenewal is initiated by the company):

- Mortgagees (Property Coverage)
- Lender Loss Payees (Property Coverage)
- Additional Insured Lessor (Auto Liability Coverage)

The policy must be specifically endorsed to provide notification of policy cancellation or non-renewal to any other interests. Such requests are subject to prior approval of the named insured (you.) Please refer to the endorsement titled: Policy Conditions – Cancellation Notice by Agent.

## Modification of Certificate of Insurance Standard Language

Many states require that the Certificate of Insurance form be filed and approved by the State Insurance Department, and it may not be modified without prior approval of the State Insurance Department. At least 34 states have clarified that issuance of a "modified" certificate would be considered a violation of state law. We ask that you be aware of this restriction when negotiating and agreeing to insurance requirements in contracts with third parties. While we are willing to do whatever we can within the bounds of applicable state laws and regulations to assist you in both enforcing and complying with the insurance requirements of your third-party contracts, we are prohibited from modifying the standard language of the Certificate of Insurance forms.



# Requests for Additional Insured Coverage

## **Your General Liability policy automatically includes as an insured:**

- Volunteer Workers
- Employees
- Your Real Estate Manager

## **Additional Insureds**

An additional insured is a person, other than the named insured (you), who is protected by the terms of the policy for specified events or exposures. In general, coverage for an additional insured applies only when injury or damage is caused, at least partially, by acts or omissions of the named insured.

Habitat for Humanity, International, Inc., is automatically included as an Additional Insured.

## **The following persons or entities are also included as Additional Insureds if required by a written contract with the Named Insured:**

- State or political subdivision when permit issued to Named Insured
- Lessor of leased equipment
- Permissive user of mobile equipment
- Manager or lessor of premises
- Co-sponsors of events or projects

## **To Request a Certificate of Insurance**

If you need to provide a Certificate of Insurance to an additional insured listed above, please forward their detailed requirements to our office at [certificaterequest@locktonaffinity.com](mailto:certificaterequest@locktonaffinity.com) or complete and submit the Certificate Request Form online at [www.hfhaffiliateinsurance.com](http://www.hfhaffiliateinsurance.com). Go to the Affiliate Login page, and find the link under "Forms, Guides & Manuals".

## **For all other Additional Insured Requests**

Please call your Account Manager before entering into any agreement that requires you to add another party as an additional insured to your policy. All such requests are subject to prior approval from the company.

# Safety and Loss Control Tips

## Competent Person Training

Make sure to have OSHA Competent Person trained individuals at your affiliate to ensure the safest job site and personnel possible. HFHI requires all affiliates to have at least one individual registered with HFHI who has a current certification as a construction Competent Person. We strongly recommend you review HFHI Competent Person requirements and guidelines on MyHabitat.com to ensure you remain in good standing.

## Subcontractors & Proof of General Liability Coverage

Have contracts in place with all subcontractors and require them to provide you with a Certificate of Insurance naming your affiliate as an additional insured concerning work performed on your behalf *before* they begin working for you. The certificate should identify the job site(s).

## Subcontractors & Proof of Auto Liability and Workers Compensation Coverage

We recommend you require all subcontractors to provide you with Auto Liability and Workers' Compensation proof of insurance.

## Signed Waivers & Volunteers

We require that all volunteers sign a ***Waiver and Release of Liability Form*** before beginning work. Volunteers under the age of 18 should complete the ***section of the form pertaining to Minors*** which should also be reviewed and signed by a parent or legal guardian. Note, that a Waiver & Release of Liability Template is available for your use on our website at [www.hfhaffiliateinsurance.com](http://www.hfhaffiliateinsurance.com). If you use a non-standard waiver form, it must also include a reference to a waiver of liability in favor of Habitat for Humanity International. **Signed waivers should be updated annually.**

## Six-Year Record Retention

Keep a record of which **contractors** worked on each project. Keep a copy of **Certificates of Insurance**. Keep a copy of the **Volunteer Waivers**. Keep for a minimum of Six Years. Liability claims may be presented years after the occurrence of a loss.

## Reducing Vulnerability to Theft

Strengthen your accounting controls and conduct frequent audits. Require two signatures on all checks cashed. Stamp checks for deposit only. Assure that the premise is protected by strong doors and appropriate locks.

## Fall Protection

Whenever your affiliate is performing any roofing work over six (6) feet, be sure to use a personal fall arrest system. Whenever a subcontractor is performing any roofing work over six (6) feet on your behalf, be sure to require the use of a personal fall arrest system. Secure window or stairwell openings to ensure no one will accidentally fall out or through.

## **Slip, Trip Fall Accidents and Proper Inventory Storage**

Good housekeeping practices are key to preventing accidents – at your locations, on stairs, walkways, and parking lots. Don't put too much inventory on shelves or make large, heavy products hard for customers to reach. Keep products and clutter out of aisles. Provide warning signs or other warning signals regarding a hazardous condition on your property, such as around loading docks. Follow up and document all customer complaints, even those that seem minor. All employees who are likely to be around third parties on your premises should be trained about what to do should someone get hurt.

### **Lifting or Overexertion**

Train employees to not lift things that are too heavy and remind them to use equipment dollies or others when help is needed.

### **Driver and Safety Training**

Affiliates need to be focused on safety, whether it is on a job site, in a ReStore, or on some other affiliate business. So, it is critical to have well-thought-out and documented processes that employees are trained to follow.

### **Protect your property.**

Be on the lookout for things that could cause damage to your property and plan as much as possible to avoid a property loss. Consider risks that could cause a fire such as faulty wiring or a smoldering cigarette, water damage from bursting pipes, weather-related concerns such as tornadoes or hurricanes, or from weight of snow and ice on a roof.

## **Volunteers under the age of 18**

Become familiar with and adhere to the guidelines established by HFHI for volunteers under the age of 18.

## **Partner Families**

Make sure that homeowner's insurance is in place before closing.

# Habitat for Humanity Minimum Insurance Coverage Requirements

Adequate insurance is an essential tool for the management of risk for affiliates. The following **minimum** coverages are required. Failure to maintain minimum insurance coverage may result in disaffiliation.

## **Commercial General Liability Coverage**

- \$2,000,000 Per Occurrence (primary and/or a combination of primary and excess/umbrella)
- Habitat for Humanity International must be added as an Additional Insured
- Your subcontractors (performing construction work on your behalf) should provide you with a Certificate of Liability for General Liability Coverage showing your affiliate as an Additional Insured

## **Special Events Liability**

- \$2,000,000 Per Occurrence (primary and/or a combination of primary and excess/umbrella)
- Habitat for Humanity International must be added as an Additional Insured
- Your subcontractors (for example, a subcontractor providing alcoholic beverages at your event) should provide you with a Certificate of Liability showing your affiliate as an Additional Insured

## **Business Automobile Liability** (if the affiliate owns or leases any vehicles)

- \$2,000,000 Per Occurrence (primary and/or a combination of primary and excess/umbrella)

**Note:** If the affiliate does not own or lease any vehicles, the Commercial General Liability Policy must include Hired and Non-Owned Auto Liability coverage.

**Note:** The Umbrella coverage purchased through this program is excess **ONLY** over primary coverages that are also purchased through this program. If you purchase your Business Automobile Liability Coverage elsewhere, you must also purchase the excess Business Automobile Liability coverage elsewhere.

## **Volunteer Accident**

- Volunteers Accidental Death & Disability \$5,000
- Excess Medical Expense \$250,000
- Medicare or Eligible for Medicaid \$10,000
- Tricare or Eligible for Tricare \$50,000

## **Directors & Officers Liability**

- \$1,000,000 Aggregate

## **Employment Practices Liability** (if the affiliate has employees)

- \$1,000,000 Aggregate
- Habitat for Humanity International must be added as an Additional Insured

## **Workers' Compensation** (if the affiliate has paid staff)

- Statutory Limits required by the state in which you operate.
- Your subcontractors should provide you with Proof of Insurance Coverage

## **Builders Risk** (if the affiliate is actively building or rehabilitating homes)

- Amount sufficient to cover completed values of work in progress.

Please note that these are minimum requirements. Higher limits and other coverages such as property insurance may be advisable in addition to the above, depending on the affiliate's particular circumstances.

# Summary of Coverage

Lockton Affinity, LLC, and The Chubb Group of Insurance Companies are pleased to offer your insurance through the Habitat for Humanity Affiliate Insurance Program. By participating in this program, each affiliate is offered coverage through Master Policies providing broadened coverage forms at rates negotiated on your behalf. Each Affiliate can include the coverages needed to protect their assets.

To be eligible for coverage under this program, General Liability Coverage must be purchased.

Your insurance coverage is activated under the Master Policies when you return your completed application and pay the premium. If you are interested in higher limits, please contact your account manager.

Though unique exposures may create a need for additional coverage, we believe this plan provides coverage that all affiliates should carry. If your affiliate engages in any unique exposures, please contact Lockton Affinity, LLC, immediately. Such unique exposures include but are not limited to: activities involving the sale of or consumption of alcohol, use of watercraft, fundraising activities excluded under the policy, and any other potentially hazardous activities; and the building, restoration, or rehabilitation of any non-residential property or any dwelling other than a single-family home.

Liability Coverages are made available through your membership in Habitat for Humanity Purchasing Group, Inc. (hereinafter "Habitat RPG"), and include:

- General Liability
- Employee Benefits Liability Insured Persons and Organizations Liability
- Non-Owned and Hired Car Liability
- Stop Gap Liability (ND, OH, WA & WY)
- Abuse & Molestation
- Excess Insured Persons and Organizations and Employment Related Practices Liability (Directors & Offices – D&O)
- Employment Practices Liability (EPL)
- Fiduciary Liability
- Commercial Umbrella Liability
- Excess D&O and EPL

Habitat RPG is a purchasing group formed and operating under the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). The Liability Risk Retention Act allows the Habitat RPG to purchase liability insurance on a group basis for its members to cover the similar or related liability exposures(s) to which the members of the Habitat RPG are exposed under their related, similar, or common business or service.

Property coverages are available through your affiliation with Habitat for Humanity International, Inc.

The following summary of coverages is meant to provide you with an understanding of commercial insurance policies and why your affiliate needs coverage. This is not meant to replace policy forms as the ultimate explanation of coverage but simply to highlight coverages provided by the Master Policies.

# Master Policy Coverage

## **PROPERTY:**

Written through ACE American Insurance Company (Illinois Union Insurance Company for NY Affiliates), provides affiliates with coverage for owned buildings and contents. Including office buildings, ReStores, warehouses, and other real property as well as the contents of each of these buildings. For your affiliate to have coverage, you must provide a list of all locations and values to Lockton Affinity, LLC. All newly acquired locations must be reported to Lockton Affinity, LLC, to ensure coverage applies. Coverage for direct physical loss or damage is subject to a \$5,000 deductible for all covered causes of loss at all insured locations (other than coastal locations that have higher wind/hail deductibles.) Coverage is provided on an all-risk basis which means unless a cause of loss is specifically excluded, such as flood or earthquake, it is covered.

The Property Policy also provides coverage for Business Income (or Interruption) and Extra Expense. In the event of a covered loss, your business may not be able to continue making payments for things such as payroll, rent, and utilities while you are rebuilding your business. Your policy includes a limit of \$250,000 for these types of expenses when you suffer a covered loss. Higher limits are available if needed. Covered business income losses are subject to a 48-hour waiting period for all causes of loss (exception: coastal locations have longer waiting periods). Please find a Business Income Calculator online at [www.hfhaffiliateinsurance.com](http://www.hfhaffiliateinsurance.com). to help determine the amount of insurance your affiliate may need.

## **CRIME:**

The Property Policy includes Crime coverages, Employee Theft, Money Orders and Counterfeit Paper Currency, Depositors' Forgery, and Credit Card Forgery. Covered losses are subject to a \$5,000 deductible.

## **BUILDER'S RISK:**

Also, through ACE American Insurance Company (Illinois Union Insurance Company for NY Affiliates), Builders Risk provides coverage for materials, supplies, machinery, and equipment to be used in and become a permanent part of the construction, erection, reconstruction, expansion, renovation, or repair of an insured project. This policy provides up to \$10,000,000 per occurrence (\$1,000,000 in Puerto Rico, \$125,000 for all other US territories and possessions) for buildings under construction (subject to reported values).

The policy will pay for direct physical loss or damage to construction works caused by or resulting from a peril not otherwise excluded, not to exceed the applicable limit of insurance for construction works shown in the declarations. The loss or damage must occur at, or within 1,000 feet of the construction job site of an insured construction project unless otherwise stated. Covered losses are subject to a \$5,000 deductible for all covered causes of loss (Exception: Puerto Rico locations and wind for coastal locations.)

## **GENERAL LIABILITY:**

This policy, written through ACE American Insurance Company (Illinois Union Insurance Company for NY Affiliates), it protects your affiliate held legally liable for injury to someone else or for damage to their property. Coverage is provided for your affiliate's operations, but you should discuss your Special Events and Unique Exposures with your Account Manager.

Independent Contractors should carry their own General Liability, Workers' Compensation, and Auto Liability. You should have a contract in place with them and request a certificate of liability showing these coverages and listing your affiliate as an Additional Insured when you do business with Subcontractors. You should maintain certificates of insurance for each subcontractor you hire and keep them on file in your office.

Hired and Non-Owned Auto Liability is also included in the General Liability Policy. This coverage protects your affiliate named in a lawsuit resulting from an auto accident involving an employee or volunteer using their vehicle or a rented vehicle to perform business on behalf of the affiliate. Neither employees nor volunteers benefit from this protection. The employee or volunteer using his or her car on your business must rely on his or her personal auto policy, both for liability to others and for any damage to their vehicle. Coverage provided for your affiliate under this endorsement is excess over the employee's / volunteer's personal auto policy. Vehicles or trailers owned by the affiliate are not covered by the General Liability Policy and should be insured separately on a Commercial Auto Policy.

**VOLUNTEER EXCESS ACCIDENT MEDICAL:**

This policy, written through ACE American Insurance Company, provides limited coverage to volunteers (U.S. residents and non-U.S. residents) who are injured while participating in HFH-supervised and sponsored activities, taking place on or off the premises of the affiliate. Coverage is written as excess to the volunteer's own health insurance coverage. If the volunteer is uninsured or a non-U.S. resident, coverage will be primary.

Be sure to get a signed Waiver from all volunteers during registration and before beginning work. Sample Waiver forms are available for reference at [www.hfhaffiliateinsurance.com](http://www.hfhaffiliateinsurance.com).

**VOLUNTEER DISABILITY:**

This policy, written through ACE American Insurance Company, provides a lost wage benefit to volunteers (who are U.S. residents) who are injured while participating in an HFH-supervised and sponsored event and are unable to return to regular employment because of the injury. Coverage would begin after the volunteer has missed one week of regular employment and could last for up to one year. This coverage will pay regardless of other coverage the volunteer may have in place for disability.

**NOT FOR PROFIT ORGANIZATION MANAGEMENT INDEMNITY PACKAGE:**

(INSURED PERSONS AND ORGANIZATIONS, EMPLOYMENT PRACTICES LIABILITY, FIDUCIARY LIABILITY)

This policy is written through Westchester Fire Insurance Company (Illinois Union Insurance Company for NY Affiliates). This policy contains three main coverage parts. Coverage is included for Insured Persons and Organization's Liability, Employment Practices Liability and Fiduciary Liability.

Insured Persons and Organizations Liability, also known as D&O, coverage provides both defense and settlement costs for financial damages as the result of a "wrongful act" in the management of the affiliate's business committed by the named insured and other insured persons including the affiliate, its board of directors, officers, and employees.

Employment Practices Liability provides coverage for defense and settlement costs for suits arising from claims for harassment, discrimination, or wrongful termination.

Fiduciary Liability provides coverage for your Affiliate for defense and settlement costs for suits arising from errors and omissions in the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act.

**EXCESS DIRECTORS & OFFICERS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY POLICY**

This policy is written through Westchester Fire Insurance Company (Illinois Union Insurance Company for NY Affiliates). This policy provides \$1 million excess liability coverage over and above your Insured Persons and Organizations Liability and Employment Practices Liability Coverage written through the Habitat for Humanity Affiliate Insurance Program and shown on the Schedule of Underlying Insurance. Contact us if your affiliate is interested in having higher limits.

**COMMERCIAL UMBRELLA LIABILITY:**

ACE Property and Casualty Insurance Company writes this policy. Commercial Umbrella Liability provides \$1 million excess liability coverage over and above your General Liability Policy. Excess limits are also provided over your Commercial Auto and Workers' Compensation policies, but only if they are written through The Chubb Group of Insurance Companies. Higher limits may be available. All coverage must be written through the Habitat for Humanity Affiliate Insurance Program and shown on the Schedule of Underlying Insurance. Professional Liability and Personal Liability exposures are not included and must be separately insured.

# Individual Policy Coverage

**The following coverages are not written under the master policies, but are available, upon request, through individual policies. All such coverages are subject to a completed application and prior approval of the insurance company.**

## **BUSINESS AUTO LIABILITY AND PHYSICAL DAMAGE:**

This coverage is optional and may be provided at your request for vehicles and trailers owned by your affiliate. Coverage is provided by the Chubb Group of Insurance Companies and can be written as liability only or can include physical damage protection as well.

## **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:**

This coverage is optional and may be provided at your request. If bound, this coverage would be written through the Chubb Group of Insurance Companies. This coverage insures against claims for work-related injuries or diseases suffered by your employees and for which your affiliate is responsible by statute or by law as damages.

## **FLOOD COVERAGE:**

The National Flood Insurance Program (NFIP), administered by FEMA, offers flood insurance policies for purchase by businesses, homeowners, and renters. A Standard Flood Insurance Policy is a single peril (flood) policy that pays for direct physical damage to your insured property up to the replacement cost or actual cash value of the actual damages or the policy limit of liability, whichever is less. If you are interested or in need of this coverage, please contact your Account Manager for additional information.

## **NEW YORK STATE DISABILITY BENEFITS COVERAGE:**

Employers with one or more employees in New York State are subject to the provisions of the New York State Disability Benefits Law. This coverage is optional and may be provided at your request. If bound, this coverage would be written through the Hartford Insurance Companies. New York State Disability Benefits Insurance provides temporary cash benefits paid to an eligible wage earner when he/she is disabled by an off-the-job illness or injury, and for disabilities arising from pregnancies. This coverage is not provided through Worker's Compensation Insurance.

## **EARTH MOVEMENT COVERAGE**

This coverage is not available through the Habitat for Humanity Insurance Program but may be available elsewhere. Contact your Account Manager for additional information.

## **CONTRACTORS PROFESSIONAL LIABILITY**

This coverage is not available through the Habitat for Humanity Insurance Program but may be available elsewhere. Contact your Account Manager for additional information.

## **CONTRACTORS POLLUTION OR ENVIRONMENTAL LIABILITY**

This is not covered under the Habitat for Humanity Insurance Program, but upon request, we could pursue coverage elsewhere. Affiliates engaged in rehabilitation, repairs, and disaster response work, should strongly consider this coverage. A completed application including general liability loss runs is required. Contact your Account Manager for additional information.

## **SPECIAL EVENT LIABILITY POLICY**

This coverage is optional and may be provided at your request. The coverage purchased for a specifically scheduled activity or fundraiser that is not covered by the proposed General Liability and Umbrella or Excess Liability insurance.

## **BLANKET MORTGAGE SECURITY POLICY**

"Force-Placed" Property Insurance protects HFH affiliate's interest as a lien holder in the event the homeowner recipient has not provided you with proof of property insurance coverage.



### **MORTGAGE HOLDER'S ERRORS & OMISSIONS**

Offers coverage for mortgage impairment, mortgage errors & omissions, and mortgage holder's liability. This insurance is a type of property and liability coverage that indemnifies you for loss of unpaid mortgage principal and accrued interest due to an error or omissions when the mortgagor did not procure or maintain valid insurance to protect your mortgage interest on the mortgaged property when the mortgage agreement states the mortgagor will procure and maintain such insurance.

### **CYBER & PRIVACY INSURANCE**

This coverage is optional and protects your affiliate from losses due to data breaches or the loss of electronically-stored confidential information. First and Third party liability coverage is available.

# U.S. Construction Definitions

These definitions are provided for informational purposes only.

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## New House

A **new house** is a housing unit that:

- Is 100% newly constructed.
- Fully complies with the HFH U.S. house design criteria and applicable local building codes and other legal requirements, including receipt of a Certificate of Occupancy or local equivalent.
- Has been sold to a family or individual that has been approved in accordance with the affiliate’s board-approved family selection process.

*Notes:*

- When an affiliate demolishes an existing structure and then constructs a new housing unit in its place, the project is reported as a “new house”.
  - A housing unit reported as a “new house” cannot have been counted as a family served in any previous Affiliate Statistical and House Production Report.
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## Rehabilitated House

A **rehabilitated house** is a housing unit that:

- Is acquired by the affiliate, then reconstructed or renovated by the affiliate.
- Fully complies with applicable local building codes and other legal requirements, including receipt of a Certificate of Occupancy or local equivalent where necessary.
- Has been sold to a family or individual that has been approved in accordance with the affiliate’s Board approved family selection process.

*Note:* When an affiliate demolishes an existing structure and then constructs a new housing unit in its place, the project is reported as a “new house”.

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## Recycled House

A “recycled house” is a Habitat housing unit that has been reacquired by the affiliate, then re-sold by the affiliate to a family or individual that has been approved in accordance with the affiliate’s board-approved family selection process.

*Note:* The affiliate may reacquire the unit through the exercise of a repurchase right or other “buy back” right, a negotiated transfer, foreclosure, deed in lieu of foreclosure, keys for cash or any other means.

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## Repair

A **repair** is the repair or renovation of an existing housing unit that is not owned by the affiliate, so long as:

- The housing unit is owned and inhabited by an individual or family that has been approved in accordance with the affiliate’s Board approved family selection process.
- The work is performed under a written agreement between the homeowner and the affiliate in accordance with the affiliate’s Board approved procedures for repair projects.
- The work fully complies with applicable local building codes and other legal requirements.

*Note:* The Repair category does not include work performed by an affiliate on a Habitat house under a warranty.

In the U.S., the Repair category has three sub-categories: *Home Preservation, Critical Home Repair, and Weatherization.*

### Home Preservation

Exterior work includes painting, patching, minor repair, landscaping, and replacement of materials for maintaining good or sound condition. (*Note: A Brush with Kindness project is reported as a home preservation project.*)

### Weatherization

Work is done to improve the energy efficiency and indoor air quality of a structure. The scope of work of a weatherization project should be defined by a comprehensive energy audit and should include a homeowner education component.

### Critical Home Repair

Extensive interior or exterior work performed to address health and safety issues or code violations. Critical home repair includes such activities as a change to, or repair of, materials or components; a reconfiguration of space; a modification for accessibility; installation or extension of plumbing, mechanical, or electrical systems on an existing structure.

*Note:* Painting alone, without extensive associated repair work, is not a Critical Home Repair.

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## Demolition Project

A **demolition project** is the complete demolition of a structure by or under the direction of the affiliate.

- A “demolition project” refers to the demolition work only and is tracked as a community development activity. A “demolition project” does not count as a family served for purposes of the House Production Report. When a new housing unit is completed on the lot and sold to a Habitat-eligible individual or family, the “new house” is included in the House Production Report.
- A “demolished house” includes property that is demolished by a third party as a condition to the affiliate’s acquisition of the property.

*Example:* In FY 2013, an affiliate receives a donation of a blighted foreclosed property and demolishes the existing structure. The cleared lot is held in the affiliate’s land inventory and scheduled for construction of a new house in FY 2014. In 2013, the project was reported as a “demolition project” in the Affiliate Statistical Report. When the new

house is completed and sold, it is reported as a “new house” in the House Production Report. In this example, if the new house is constructed and sold in FY 2013, the demolition work is reported as a “demolition project” in the Affiliate Statistical Report, and the new house is reported as a “new house” in the House Production Report.

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## Other Construction-Related Definitions

These categories are relevant for US operations only and do not impact families served calculations.

**Demolition:** The complete demolishing of a structure, generally via the use of heavy equipment. Little, if any, material is left reusable.

**Deconstruction:** Taking down an entire structure (roof to slab) in the reverse order in which it was constructed, to save as much reusable material as possible.

**Salvage (also called partial or cherry picking):** Generally, applies to anything you do without cutting into drywall. Removal of cabinets, flooring, doors, etc.