ACTIVE SHOOTER AND WORKPLACE VIOLENCE RISK

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Editorial Office
2408 Peppermill Drive, Suite A
Glen Burnie, MD 21061
(P) 410-766-0600 | (F) 410-766-0993
Email: rebekah@iiamd.org | www.iiamd.org
A long time ago a senior in our industry told me, “The only thing constant in Insurance is change!”. I never forgot her comment because that sentence contains two words with very opposite meanings – “constant and change”.

In this month’s Messenger, you will find articles on some of today’s most challenging underwriting issues facing both our industry and you as members of the insurance community. We face new challenges from ever increasing active shooter incidents, the emergence and use of E-Scooters, and the rapidly expanding cannabis industry. We face hazards from the increasing use of drones, as well as all sorts of vehicle changes from driver assists to fully automated operational systems.

Each and every one of these issues or inventions brings new and widespread risk management concerns.

To be ready, everyone in our industry should consider two things:

1. Read, learn, and research as much as you can about these evolving social trends and technologies. This includes new laws being passed and new risk management techniques being developed to address these issues.

2. Consider and be prepared to discuss how these never before exposures may affect not only you, your family, your employees, your company or agency, but most important of all; the customers you serve.

Fortunately, our Association stands ready to help you with this task. IIAMD members are never alone in “keeping up!”. Your membership brings with it one of the best insurance education departments in the East. Please call with questions, attend our classes in person or online, and join us this year on legislative visits to Annapolis and Washington, D.C. We are here to help you be prepared and succeed!

How can you help? You can help us by spreading the word to other agents as well!
We recently received the following question from a Swiss Re Corporate Solutions insured agent: “We have many customers that are now in their 70s, 80s and 90s and are obviously not cognizant. What are the best procedures for us to follow for E&O?

1. The customer is obviously not cognizant (calls 20 times a day; repeatedly asks for copies of their policies – we have one that has asked maybe 20 times in the last year) and we DO NOT have a POA (Power of Attorney) from someone taking care of their affairs?

2. We are presented with a POA from someone supposedly representing the customer?

3. I know their son/daughter/relative. Can I contact them and let them know there is a problem?

These are interesting questions. With our aging society and more baby boomers living longer, sometimes without retaining all of their mental faculties, this is just one more issue that needs to be considered. Our natural human reaction is that we want to help this person and possibly contact their family or loved ones and let them know that you are concerned about their well-being.

The problem is, this is first and foremost a business relationship, and you first need to consider it in those terms. This may sound harsh, but because it is a business relationship, unless you have a Power of Attorney (POA) from them to discuss their affairs with someone else, you should not be discussing it with anyone other than them. However, this does not mean that you cannot discuss their coverage with someone else without a POA. If your customer has established a course of dealing with you where they have allowed a family member (usually a child, sibling or other close relative) to be part of your conversations with them, AND YOU HAVE DOCUMENTED IT IN WRITING, then you can continue to discuss their insurance with that person. HOWEVER, unless you have a POA giving that person authority to LEGALLY act on their behalf, you should not make any changes to the policy, including but not limited to: changing coverages or beneficiaries, adding or deleting parties, cancellation, or any other material changes. So, what if you are presented with a POA from someone who purports to act on behalf of your customer – should you accept it? Generally, the answer is yes, if the POA is properly authenticated under local state law (in most states, it would be notarized). Once you have verified their authority, document your file accordingly and proceed.

Other situations could arise where the customer has been placed under a conservatorship or guardianship by a court, and as long as you are provided with proper legal documentation from the court, you can act at the direction of the court appointed representative. The next option is that you could decide to no longer represent that customer for their insurance needs. This could be considered a drastic measure, but if you want to protect yourself from an E&O exposure, then that is certainly

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(Con’t from page 5)

an option. If you choose this option, you should send written notification to the customer by certified mail with return receipt requested that you are no longer going to represent them for their insurance needs. This will ensure that you have documentation in your file that the letter was received. There is a sample "Disengagement Letter" you can adapt to your own use on the E&O Happens website (https://rms.iaba.net/Prevention/Pages/Procedures/Letters/default.aspx).

Our aging society is creating new issues that may not have been fully considered in the past. So, when you are presented with this situation, and you follow these simple steps, you will help protect yourself from an E&O exposure and still provide the service your customers have come to expect.

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*Richard F. Lund, JD, is a Vice President and Senior Underwriter of Swiss Re Corporate Solutions, underwriting insurance agents errors and omissions coverage. He has also been an insurance agents E&O claims counsel and has written and presented numerous E&O risk management/ loss control seminars, mock trials and articles nationwide since 1992. Copyright 2018 Swiss Re

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PROFILE OF AN ACTIVE SHOOTER

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms and there is no pattern or method to their selection of victims.

Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims.

Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with active shooter situations.

GOOD PRACTICES FOR COPING WITH AN ACTIVE SHOOTER SITUATION

- Be aware of your environment and any possible dangers
- Take note of the two nearest exits in any facility you visit
- If you are in an office, stay there and secure the door
- If you are in a hallway, get into a room and secure the door
- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her
- CALL 911 WHEN SAFE TO DO SO

HOLDING YOUR HANDS VISIBLE

If the active shooter is nearby:

- Lock the door
- Silence your cell phone, pager, etc.
- Turn off any source of noise
- Hide behind large items
- Remain quiet

If evacuation and hiding are not possible:

- Remain calm
- Dial 911, if possible, to alert police to the active shooter’s location
- If you cannot speak, leave the line open and allow the dispatcher to listen

HOW TO RESPOND WHEN AN ACTIVE SHOOTER IS IN YOUR VICINITY

Quickly determine the most reasonable way to protect your own life. Remember that customers and clients are likely to follow the lead of employees and managers during an active shooter situation.

1. Evacuate-If there is an accessible escape path, attempt to evacuate the premise. Be sure to:
   - Have an escape route and plan in mind
   - Evacuate regardless of whether others agree to follow
   - Leave your belongings behind
   - Help others escape, if possible
   - Prevent individuals from entering an area where the active shooter may be
   - Keep your hands visible
   - Follow the instructions of any police officers
   - Do not attempt to move wounded people
   - Call 911 When you are safe.

2. Hide Out-If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.
   - Your hiding place should be:
   - Be out of the active shooter’s view
   - Provide protection if shots are fired in your direction
   - Not trap you or restrict your opinions for movement
   - To prevent an active shooter from entering your hiding place:
   - Lock the door
   - Blockade the door with heavy furniture

3. Take Action Against the Active Shooter-As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:
   - Acting as aggressively as possible against him/her
   - Throwing items and improvising weapons
   - Yelling
   - Committing to your actions

For additional information see:

US Department of Homeland Security
https://www.dhs.gov/cisa/active-shooter-preparedness
Certainly, where there is a risk, there needs to be policies that can help limit risk exposure. Until we can find a way to reduce the prevalence of active shooters and other perpetrators of violence against large groups of people, this is our new normal.– Patricia McHugh Lambert

**What Constitutes Mass Shooting/Active Shooter Situation?**

Currently, there is no universally accepted definition of “mass shooting,” the general understanding of the concept seems to be a combination of two sub-categories of violent events, “mass killings” and “active shooters.”

The Investigative Assistance for Violent Crimes Act of 2012 passed by Congress defines “mass killing” as “3 or more killings in a single incident” regardless of weapon. This definition, however, does not account for those injured, but who ultimately survived the incident. In contrast, “active shooter” is defined by the FBI as an individual or individuals actively engaged in killing or trying to kill people in a populated area.

These varying definitions may affect average statistics, legal definitions related to mass shootings, as well as terminology used in future insurance coverage policies.

**Statistics**

According to the Washington Post, 1,165 people were killed since 1966, focusing on 163 shootings in which four or more people were killed by a single shooter. The youngest victim was eight (8) months old and the oldest victim was ninety-eight (98) years old. Bonnie Berkowitz, Chris Alcantara, & Denise Lu, The Terrible Numbers That Grow With Each Mass Shooting, THE WASHINGTON POST, https://www.washingtonpost.com/graphics/2018/national/mass-shootings-in-america/ (last visited Aug. 6, 2019). These numbers do not include the most recent shootings that have continued in places such as Ohio and Texas.

Based on statistics looking at a broader definition of Mass Shootings, Vox Media has determined that there have been at least 2,173 mass shootings since Sandy Hook, with at least 2,419 killed and 9,033 wounded. German Lopez & Kavya Sukumar, After Sandy Hook, we said never again. And then we let 2,178 mass shootings happen, VOX (last updated August 6, 2019, 6:30 AM), https://www.vox.com/a/mass-shootings-america-sandy-hook-gun-violence.

Furthermore, as reported in a 2016 study on mass shootings, which looked at 292 incidents in which four or more people were killed, the study found that 90 of the shootings occurred in the United States of America. These numbers are significant because while the United States has about five percent (5%) of the world's population, it has ultimately had thirty-one percent (31%) of all public mass shootings and those numbers are continuing to grow.

**Countries With The Most Mass Shootings**

United States

Philippines

Russia

Yemen

France

**HIGHEST RISK FOR ACTIVE SHOOTER INCIDENTS (2000-2013)**

- Businesses: 46%
- Schools: 9%
- Government Facilities: 4%
- Open Spaces: 4%
- Residences: 24%
- House of Worship: 10%
- Health Care Facilities: 4%


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Other Forms of Work Place Violence

In addition to mass shootings and active shooter situations there are other forms of work place violence that occur. Another term often thought to be synonymous with mass shootings is workplace violence. More than two million Americans report being victims of violence in the workplace each year. The term encompasses all violence or threats of violence against workers. Patricia McHugh Lambert, Esq., Named Perils Coverage For Mass Shootings, PK LAW, https://www.pklaw.com/articles/named-perils-coverage-for-mass-shootings/ (last visited Aug. 01, 2019). Although what is defined as work place violence does not typically rise to the level of mass shooting or active shooter situations, instances of work place violence can play a role when courts interpret whether or not a mass shooting or active shooter situation could be deemed as reasonably foreseeable.

What is the Likelihood That an Employer/Venue Will Be Found Liable?

More than seventy-five percent (75%) of individuals who participated in mass violence exhibited signs beforehand. According to reports, statistics have shown that more than seventy-five percent of the perpetrators had, before the attack, made concerning statements or exhibited risky behavior. Once a threat is identified, prevention or risk reduction protocols can be employed. If the venue does not have identification or prevention protocols in place, there is a greater possibility that the venue, business/employer, school board, etc. will be held liable for its failure to protect people from injuries that were deemed “reasonably foreseeable.” Monica Sullivan & Matthew Novaria, Insurance Considerations For Mass-Shooting Litigation, LAW 360, https://www.law360.com/articles/1036307/insurance-considerations-for-mass-shooting-litigation (last visited Aug. 01, 2019).

Rise of Civil Suits as a Result of Mass Killings or Active Shooter Situations

Since the Columbine High School shooting in 1999, victims have increasingly brought civil suits against managers, property, owners, companies, and even gun manufacturers. The courts have typically sided with the defendants except in cases where it can be shown that the threat was foreseeable. Civil litigation deriving from mass killings or active shooter situations can cause a large amount of reputational harm to civil defendants ranging from negative media attention to law enforcement engagement which can lead to a financial decline. As a result schools, companies, venues, and other institutions at risk for mass shootings are seeking out active assailant policies and other protections. Monica Sullivan & Matthew Novaria, Insurance Considerations For Mass-Shooting Litigation, LAW 360, https://www.law360.com/articles/1036307/insurance-considerations-for-mass-shooting-litigation (last visited Aug. 01, 2019).

Recent Cases

MGM Resorts International v. Zurich American Insurance Co. The MGM v. Zurich case derives from events that took place on October 03, 2017 in Las Vegas, Nevada. On October 03, 2017 a shooter opened fire outside of the window of the Mandalay Bay Hotel on participants of the Route 91 Harvest festival, which resulted in the deaths and injuries of hundreds of people. As a result of the events that took place during that shooting, MGM now faces claims from close to 4,000 claimants who are seeking compensation. MGM has continued to dispute any liability arising out of the event, and they currently bring this suit claiming that the insurance company has failed to pay legal costs to enable MGM to present an adequate defense against these claims which is estimated to amount to millions of dollars.

On June 19, 2019, in U.S. District Court of Las Vegas there was a law suit filed by MGM Resorts against Zurich American Insurance Co. alleging breach of contract, for Zurich’s denial to pay any defense costs for damage claims stemming from the 2017 shooting. The 2017 Las Vegas shooting resulted in fifty-eight (58) dead and more than eight hundred and fifty (850) injured. MGM Resorts owns the Mandalay Bay hotel, where the shooter shot out of the window on the 32nd floor, which is why MGM has been the sole focus of many of the claims deriving from the October shooting. MGM Resorts Sues Zurich American Insurance for Las Vegas Shooting Defense Costs, INSURANCE JOURNAL (June 24, 2019), https://www.insurancejournal.com/news/national/2019/06/24/530288.htm.

It is also important to note that previously on July 13, 2018 MGM technically filed law suits against the victims claiming that the company had “no liability of any kind” and that the lawsuits of around 2,500 people should be dismissed. The victims asserted claims attempting to hold MGM responsible for the “deaths, injuries, and emotional distress” from the attack. MGM argued that the Contemporary Services Corporation, who was certified by the Department of Homeland Security as being responsible “for protecting against and responding to acts of mass injury and destruction” should be held liable for the damages derived from that day. Furthermore, MGM argued that they were free from liability under the 2002 Support

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Anti-Terrorism by Fostering Effective Technologies (SAFETY) Act. However, in order to be covered from liability under this act the Department of Homeland Security would have to consider the shooter’s acts an act of Terrorism, which it did not. MGM’s lawsuit against Las Vegas shooting victims, explained, PBS NEWSHOUR (Jul 18, 2018), https://www.pbs.org/newshour/nation/mgms-lawsuit-against-las-vegas-shooting-victims-explained. This ongoing litigation is what has led to MGM’s case against Zurich. 

The present case of MGM Resorts International v. Zurich American Insurance Co. is a prime example of what can take place as a result of a mass killing or active shooter situation when there is not adequate coverage. In addition, it exemplifies how mass shootings are generally not considered acts of terrorism which increases the possibility of parties being held liable for the acts of mass shooters. Depending on the results of this pending lawsuit MGM may be directly held financially liable for litigation costs and damages of over now 4,000 claimants without any insurance coverage.

Why Do General Liability Insurance Policies Not Cover Mass Shootings?
Most general liability policies cover what they define as an occurrence. Many general liability policies do not interpret a mass shooting as an “occurrence”. Monica Sullivan & Matthew Novaria, Insurance Considerations For Mass-Shooting Litigation, LAW 360, https://www.law360.com/articles/1036307/insurance-considerations-for-mass-shooting-litigation (last visited Aug. 01, 2019). Courts analyzing this issue, analyzed this issue by ultimately deciding that if criminal conduct is involved regardless of whether or not the negligent conduct is inextricably intertwined with allegations of intentional conduct, then it is not an occurrence.

In addition, general liability policies typically only apply to bodily injury. Therefore individuals that were present during the shooting and suffered emotional distress, but not physically harm, may not be covered under general liability policies. Which means all claims of emotional stress, trauma, etc. would not be covered under general liability policies. See id.

What Do Peril Insurance Policies Cover?
In response to the increase in mass violence situations peril insurance policies are now being written at an
increasing rate and cover the following:

- Counseling and support resources.
- Medical, disability, funeral expenses and death benefits.
- Revenue loss/extra expenses caused by the shooting.
- Property damage and tear down expenses.
- Required post event security upgrades.
- Litigation expense.

What are the EXCLUSIONS to Peril Insurance Policies?

- Some policies exclude coverage for employees (presumably because there is worker’s compensation coverage elsewhere).
- Many policies also expressly exclude coverage for injuries caused by vehicles.
- Other policies limit coverage to damage caused by firearms so that harm caused by explosive devices are not covered.
- These perils policies are also specific in terms of the triggers for coverage, such as limiting coverage to where four or more individuals are attacked.
- However, as the threats increase the named peril policy forms are beginning to evolve as for coverage, exclusions, conditions and limitations.

The Rise of Peril Insurance Policies/Active Assailant Insurance

Some are now recognizing this peril and policies are being established by insurance companies as “active assailant insurance” policies. According to recent data by the Bureau of Labor Statistics, homicides accounted for 10% of workplace death that occurred in 2016. Of those 500 work place homicides, 394 of them or 80% were caused by shootings.


What Do We Do As Insurance Professionals?

- Be aware of the current liability policies which may include some but not all coverage for mass shootings/active shooter situations, and also be aware of new policies that are likely to be underwritten.
- Understand that currently some liability policies do provide coverage for “crisis management” events which may include coverage for mass shooting related events such as public relations or media management costs and funding for emergency response.
- Be sure to watch and follow developments surrounding the Terrorism Risk Insurance Act (TRIA) enacted in November 2002, some polices may provide coverage for terrorism related events which may possibly include a mass shooting depending on the circumstances. In addition, in order for Terrorism coverage to apply the U.S. Department of the Treasury may have to certify the event as an act of terrorism.

What Should We as Professionals Consider NEXT?

Professionals should start to consider the cost of what these new insurance policies may be for themselves and/or their clients. For example, the Wall Street Journal reports that school systems may have annual premiums for active shooter insurance which can possibly range from $1,800 to $20 million depending on the size of the schools.

Lastly, as active shooter policies and other similar insurance based products begin to be underwritten, it is important that all interested parties have an understanding of the differences between previously used commercial general liability policies and the newly established specialized insurance policies that will be offered. This understanding will allow professionals to have an in-depth understanding into what coverage they should look for in new policies and how the lack of certain coverage could potentially leave them vulnerable to financial liability in the future. See Adjua Fisher, Is Active Shooter Insurance Becoming a Risk Management Necessity? RISK & INSURANCE, https://riskandinsurance.com/active-shooter-insurance-for-workplaces/ (last visited Aug. 01, 2019); see also Monica Sullivan & Matthew Novaria, Insurance Considerations For Mass-Shooting Litigation, LAW 360, https://www.law360.com/articles/1036307/insurance-considerations-for-mass-shooting-litigation (last visited Aug. 01, 2019).
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The Insurance Services Office’s (ISO) first cannabis endorsements have arrived. Up until now, ISO’s commercial lines forms had not addressed the topic of marijuana, and for good reason. The federal government bans the use of marijuana and classifies it as a Schedule 1 substance. That, according to the Drug Enforcement Administration, means that it has no currently accepted medical use and a high potential for abuse. Prescriptions cannot legally be written for Schedule 1 drugs.

Federal and state disagreements over the legality of cannabis have resulted in confusion. A particular sticking point has been whether an insurance company can legally pay a marijuana-related claim in light of the federal ban on the use of Schedule 1 drugs. To date, however, 41 states have decided that cannabis is legal for medical and/or recreational use, and recent federal agricultural rulings are legalizing hemp, CBD oil and similar cannabis-based products. This increasing acceptance of cannabis and cannabis-related products has resulted in ISO introducing a number of optional cannabis endorsements.

Optional. But are they?
The first batch of endorsements has an edition date of 09 19. This initial batch applies only to businessowners policies. The next batch-agricultural capital assets, auto dealers, capital assets, commercial inland marine, commercial property and commercial liability endorsements, which are very similar to the businessowners versions-have been filed with an edition date of 12 19.

ISO considers all of the endorsements to be optional. This does not mean, however, that all insurance carriers will view them as such. In fact, it’s quite easy to envision some carriers making the endorsements mandatory, and this could result in a reduction of coverage for operations that may be venturing into cannabis-related activities, especially those involving hemp-related products. A number of retail and health-related

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operations are expanding their offerings to include such products, including CBD. As a result, it is very important to be prepared to ask for the hemp exception endorsement if your client could benefit from it.

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What follows is a brief explanation of the five cannabis endorsements. Each covers the major issues but does not address all of the issues. The wording in these endorsements is essentially the same in the endorsements available for the other coverage lines.

**BP 15 30-Cannabis Property Exclusion.** This endorsement solidly places cannabis into the Property Not Covered section. Cannabis has long been considered Property Not Covered because of “Item C. Contraband,” or property in the course of illegal transportation or trade. However, with cannabis being declared legal in 41 states-and one would expect more states to follow-could it be considered misleading to continue to use this item to exclude coverage? This exclusion is much more straightforward. A definition of cannabis is added, and its focus is on tetrahydrocannabinol (THC) and other cannabinoids. If the product contains any amount of THC or another cannabinoid, it meets the definition of cannabis. Hash, hemp, seeds, flowers, stems and more are provided as examples of products that are considered cannabis, whether synthetic or natural.

One further change in this endorsement is in the Business Income and Extra Expense Section, and it could be considered a reduction in coverage. If cannabis-based operations are suspended because of a property loss, even if that loss would be considered covered, the loss of income caused by suspension of the cannabis-based operation is not covered. This wording is very important because, prior to this exclusion, if a cannabis-based operation was suspended because of damage to another covered operation, the loss potentially was covered.

As an example, the first floor of a multi-story building where Mary’s store is located is damaged by fire. Mary’s store, which is on the third floor, is undamaged, but because access is through the first floor she sustains a business income loss. The store sells both cannabis and non-cannabis items. The loss of income based on all lost revenue, under an unendorsed BP 00 03, would be covered. Under this new wording, only the loss of income attributed to the non-cannabis-related items is covered.

**BP 15 31-Cannabis Property Exclusion with Hemp Exception.** This endorsement is a duplicate of the BP 15 30 with an exception added for hemp-derived and hemp-containing products. The exception applies only if the specific product is considered legal in the state where the loss occurs. This applies to both direct damage and loss of income.

**BP 15 32-Cannabis Liability Endorsement.** The liability section currently does not contain a specific exclusion that can be used to eliminate coverage for cannabis-related exposures. However, underwriters avoid writing such exposures. If a policyholder presented a claim for a previously undisclosed cannabis-based exposure, coverage could be voided because of the Concealment, Misrepresentation or Fraud condition. This new endorsement is much more specific. It uses the same definition of cannabis as is used in the property exclusion to eliminate bodily injury, property damage or personal and advertising injury arising from multiple activities related to cannabis that can be threatened, alleged, actual or suspected. The endorsement is extremely broad in attempting to totally exclude cannabis-related losses. It also excludes any type of property damage to cannabis.

Two exceptions are built into this exclusion. The first is for liability arising from actions of an insured related to that insured’s cannabis use, but only if the cannabis product was not furnished, served or sold to the insured. As an example, if Larry the forklift operator takes a wrong turn, goes into the street and strikes a pedestrian, coverage could apply even if he was found to be impaired by marijuana at the time. However, the exception would not apply if he had been munching on some cannabis-infused brownie samples that the named insured had been testing with its employees.

The second exception is for personal and advertising injury liability that arises from false arrest, detention, or imprisonment; or landlord violation of private occupancy.

**BP 15 33-Cannabis Liability Exclusion with Hemp Exception.** This endorsement starts with the BP 15 32 endorsement and then introduces exceptions. Bodily injury, property damage, or personal and advertising injury that arise from cannabis-related products of seeds, food, clothing, lotions, oils, extracts, building materials and paper are not subject to the liability exclusion. Property damage to such cannabis-related products is also not excluded.

However, the above exceptions apply
only if the product is legal in the state where the occurrence took place, where the bodily injury or property damage occurred, or where the personal and advertising injury offense was committed.

**BP 15 34-Cannabis Liability Exclusion with Hemp Exception and Lessors Risk.** This exclusion is identical to BP 15 33 but with a very important added exception: The cannabis liability exclusion is eliminated when bodily injury, property damage, or personal and advertising injury arise from premises that are owned, maintained or used by the named insured but are being leased to others.

**Know, then do**

Again, this is a top-level look at the endorsements. Take time to learn more about them, and how your carriers will apply each one. Understand the potential effects of the various endorsements. At the same time, be thorough about knowing what your insureds and prospects are doing. Is cannabis a part of their operation? Will it be? In what ways?

Then use this combination of product and exposure knowledge to be sure customers are properly protected. Respond to the changing market, deliver the value customers expect, and grow your business along the way.

**The author**

Linda D. Ferguson, CPCU, is a seasoned insurance product and coverage expert with more than 45 years of experience in the industry.

*Reprinted from the September 2019 issue of Rough Notes magazine with permission*
I sometimes follow a Facebook group called Insurance Soup. This past week, one discussion centered on a TV report of an auto insurance claim denial. The background of the claim and carrier can be found at the TV station’s website in an article entitled “Flooded Car and Insurance Won’t Pay, see https://wsvn.com/news/help-me-howard/flooded-car-and-insurance-wont-pay/.”

The carrier is reportedly a Florida-based nonstandard auto carrier. Most of us in the industry know what “nonstandard” refers to, but the average consumer has no idea that, from a coverage standpoint alone, “nonstandard” is often a euphemism for “substandard.” Why? Because of our own industry’s fixation on price-focused advertising.

And the reality is that it is not only “nonstandard” auto carriers that use deficient policy forms, but also some of the best-known carriers in the country. “Deficient” is a relative term. At one time, the “ISO standard” personal auto policy (PAP) was an industry standard for coverage, with some policies providing less coverage and others more coverage. Increasingly, the ISO PAP has, pardon the pun, become the “Cadillac” of marketplace personal auto policies.

Historically, PAPs have provided extremely generous liability coverage, with broad insuring agreements and very limited, specific exclusions. The reason is that public interest demands it. Given the carnage on the roads, insurance regulators have insisted that PAPs provide broad liability coverage and minimum limits to protect the public. This, I believe, is less true today, with too many regulators seemingly not vetting coverage reductions as they did in the past.

As more and more carriers compete on the basis of price, at some point, they can’t get the premium any lower on the expense side. This is the focus of many of the so-called “disrupters” flooding the marketplace. Aside from their “customer experience” (aka convenience, aka “fast, easy and cheap”) and “our cool phone app goes to 11” marketing angle, their pricing premise is that they can provide insurance much more efficiently (and, thus, cheaper) than entrenched insurers.

Let’s assume that assumption is true. With phone apps and limited human intervention due to reliance on “big data,” at some point insurers will operate as efficiently as they possibly can. That leaves the loss and loss adjustment expense side to address and it’s, by far, the biggest component of the bottom-line premium. So, when you can’t reduce expenses any more, how do you reduce losses and loss adjustment expenses? No doubt, some of the same approaches will be used as those employed to reduce the expense ratio. However, those methods have their own costs. By far the easiest way to reduce the loss ratio is by selling insurance policies that cover less and/or engaging in more restrictive claims adjusting.

And that’s where the danger lies, especially in a decreasingly vigilant regulatory environment. So, back to the claim in the TV story. According to this account:

Two days later, [the insurer] made it official, sending this letter refusing to pay for the damage, in one sentence saying, “The vehicle was being used for business purposes.” Then, in another paragraph, saying Exclusion 25 says they, “Will not pay because of damage resulting from driving through a flooded area.”

I have not seen the policy and can’t vouch for the accuracy of...
the new story, but they aver that the claim was denied because the vehicle was allegedly being used for business and was driven through a flooded area. It does not appear that either of these would be excluded by the plain vanilla ISO PAP.

Several years ago, I wrote an article for Independent Agent magazine called “Price Check” (https://www.iamagazine.com/magazine/read/2014/07/01/price-check) which gave several real-life and serious (from a 5-figure property damage claim to a multi-million-dollar liability claim) claims that were denied by inferior auto policies. The article also included a laundry list of examples of exclusions in real policies that could result in large or even catastrophic uncovered claims, including:

- **Undisclosed household residents are excluded.** How many families have “boomerang” kids living at home that the agency and insurer are not aware of?

- **Business use of non-owned autos is excluded.** Have you ever borrowed a neighbor’s car or made a business stop in a dealer loaner auto?

- **Business use of ANY auto is excluded.** Do any agency employees ever run to Staples or the post office on agency business?

- **Use of ANY non-owned auto is excluded.** Better not drive anyone’s car but your own.

- **Vehicles over 10,000 pounds in GVW are excluded.** Have you ever rented a U-Haul truck or an RV thinking your liability coverage extended to the rental?

- **Any type of delivery is excluded.** Denied claims include pizza, newspapers, Mary Kay cosmetics and yes, even the delivery of insurance policies to customers by an agency producer (a real claim denial by a carrier the agency represented).

- **Permissive users only get minimum limits.** This can apply to people who borrow your car or even unlisted household drivers (and such step-down limitations may be illegal in some states).

- **“Street racing” is excluded.** Google “street racing” and see how often people are killed or critically injured in the process. I was personally involved in consulting on one denied claim involving a fatality.

- **Criminal acts are excluded or limits reduced.** DUIs or even speeding tickets may preclude coverage.

- **Medical payments only include licensed physician fees.** One insured incurred a $25,000 “life flight” helicopter fee that would not be covered, even in part, by a policy with this exclusion.

- **Theft without evidence of forced entry is excluded.** One insured had a four-figure vehicle theft loss denied because he left his keys in the car.

- **Sales tax is not covered under loss settlement.** This cost one “same coverage” insured more than $2,000 out of pocket for sales tax on a replacement auto.

So, the next time someone tells you that auto (or any kind of) insurance is a commodity, print out this blog post and shove it in front of them. Please share this article with your staff. More important, share it with your customers and prospects.

William C. Wilson, Jr., CPCU, ARM, AIM, AAM is the founder of InsuranceCommentary.com. He retired from the Independent Insurance Agents & Brokers of America in December 2016 where he served as Assoc. VP of Education and Research and was the founder and director of the Big “I” Virtual University for over 17 years. He is the former Director of Education & Technical Affairs for the Insurors of Tennessee and, prior to that time, he was employed by Insurance Services Office, Inc. He is a graduate of the Illinois Institute of Technology with a B.S. degree in Fire Protection & Safety Engineering.

Bill now blogs on insurance industry issues at InsuranceCommentary.com and delivers keynote presentations in conjunction with his consulting practice. He is also working on several book projects in addition to playing lead guitar with the band The Old Dogs. His first insurance book, “When Words Collide: Resolving Insurance Coverage and Claims Disputes,” is now available on Amazon in print and Kindle version, as well as from the publisher’s web site at www.WhenWordsCollideBook.com.

Email Bill at Bill@insuranceCommentary.com.

Meeting my customers where they work.
Crafting each policy to meet different needs.
Partnering with Builders Mutual insurance.

That’s how I get the job done right.

BuildersMutual.com
Insurance professionals understand the nature of risk. Long term care is the greatest uninsured risk we face. Without a long term care insurance policy, the savings you’ve accumulated over a lifetime could drain very quickly, even for the affluent. 1 person out of approximately 1,200 will have a homeowner’s claim, and 1 person out of approximately 240 will have an automobile claim, but did you know... there is a 1 in 2 chance that you could need long term care in your lifetime! www.Genworth.com/mycostofcare

The decision not to purchase this important insurance is often influenced by these long term care myths:

**It will never happen to me!**
Long term care scenarios happen to real people. At age 65, 1 out of 2 people will need some kind of long term care. Prior to age 65, you could have an accident, a stroke, MS, complications from Diabetes or Cancer... Care can be home care, adult day care, assisted living or nursing home and the costs of any can be steep!

**I'm already covered!**
Long term care isn't considered medical care which means that health insurance won't pay for long term care needs. If you’re 65 or older, Medicare limits coverage to 100 days.

**My children will take care of me!**
If you are lucky enough to have your adult children living near you, they are probably working full time and raising children of their own. Is it realistic to think that they can stop the merry-go-round to get off to take care of you?

**My wife/husband will take care of me!**
Even if your wife/husband is a nurse, a reality check finds this to be impractical and maybe even impossible. Could you physically take care of your spouse/partner alone?

**It's too expensive!**
Long term care insurance is one of those products that you know you should have, but can't imagine being able to afford. The reality of the situation is that without owning a long term care insurance policy you face a serious threat to your financial independence that can blindside you.

The product solutions today are vast.
1. Traditional Long term care
2. Hybrid products with life and long term care
3. Chronic illness contracts that are life with chronic riders

Traditional long term care policies have been around since the 1970’s. They are the first wave of solutions and for many still a good fit. They are lifetime pay contracts that only focus on long term care but usually have substantial language protection and backed by some carriers that have been in the claims business for decades. The media’s negative on the contracts is there aren’t rate guarantees and some carriers have

(Con't on page 20)
imposed significant rate increases. Some agents believe those increases will continue and some believe the market is priced accurately now and will forecast stability for the future.

Hybrid contracts are attractive to others in that they can be designed with rate guarantees. If you don’t file a claim for long term care than your premium is returned with death benefit at the end. The costs for these policies can be substantial if you are designing them to cover long term care and add inflation protection. For many it is a great way to leverage your dollars and take non-performing assets and transfer them into great protection. Many of these contracts are designed with single to 10-pay options so the compressing of premiums does drive up the cost, but you can’t lose your money and your premium dollars are leveraged into significant buckets of money for long term care expense.

Chronic illness policies are usually a life insurance contract with a rider with language like long term care, but they are definitely not the same. My fear is that this product is being sold to address long term care and the next generation that is aiding their parents during a claim will be frustrated with some different non-chronic illnesses that the policies won’t cover. Yes, they can provide value, but they should not be represented as long term care insurance. They more properly are a means to invade the death benefit prior to death – during period of chronic illness. They are very popular and a much less expensive means to address some possible claims. Some carriers have even adapted with a non-permanency definition.

Last year 461,000 hybrid contracts sold!
Prospects are not only interested— they are buying!

For more information contact Mark R. Gage, CLU of Northeast Brokerage at mgage@nb-bga.com or call 410-552-9300
Maryland Consumers Continue to Have Expanded Insurance Carrier and Product Choices in the Marketplace

Since the Start of the Hogan Administration in 2015, the Maryland Insurance Administration Has Recruited & Approved 177 Companies to Conduct Insurance Related Business in Maryland

Baltimore, MD — The Maryland Insurance Administration (“MIA”) today announced that 14 new companies have been approved to conduct insurance related business in the state of Maryland since December 31, 2018 and three companies added new lines of business. Since 2015, 177 new companies have been approved by the MIA to conduct insurance related business.

“Our entire agency is committed to adding competition and choices for Maryland citizens. We focus on providing robust consumer protection, while also streamlining our regulatory process to make Maryland a desirable place to do insurance business. We are proud of our business development efforts that have netted new products and additional carriers selecting Maryland to sell insurance,” said Maryland Insurance Commissioner Al Redmer, Jr. “Our goal is to provide Maryland citizens with as much choice as possible when it comes to insurance matters. Our company licensing team continues to focus on promoting the concept that Maryland is Open for Business.”

January – June 2019 Results:

The MIA granted Certificates of Authority to the following insurance companies:

These companies will market their products through brokers and independent agents.

- Boston Indemnity Company, State of Domicile: South Dakota, licensed as a Surety Insurer
- Humana Wisconsin Health Organization Insurance Corporation, State of Domicile: Wisconsin, licensed as a Health Maintenance Organization
- ISNP Ventures, LLC, State of Domicile: Maryland, licensed as Health Maintenance Organization
- Preferred Employers Insurance Company, State of Domicile: California, licensed as a Workers Compensation Insurer
- State Volunteer Mutual Insurance Company, State of Domicile: Tennessee, licensed as a Casualty Insurer
- The American Home Life Insurance Company, State of Domicile: Kansas, licensed as a Life Insurer
- US National Title Insurance Company, State of Domicile: Mississippi, licensed as a Title Insurer

Insurance Companies Approved to Add Lines of Insurance in Maryland Marketplace:

- Liberty Mutual Personal Insurance Company; Currently offers Casualty, Property; added Vehicle Liability
- Vantapro Specialty Insurance Company: Currently offers Health, Marine, Wet Marine and Transportation, Workers Compensation, Property and Marine, Surety, and Vehicle Liability; added Casualty
- Victoria Fire & Casualty Company: Currently offers Casualty, Health, Marine, Wet Marine and Transportation, Property and Marine, Surety, and Vehicle Liability; added Workers Compensation

Approved Accredited Reinsurers Applications:

- Grinnell Mutual Reinsurance Company, State of Domicile: Iowa

Approved New Risk Retention Group (RRG) Application:

- COPIC, a Risk Retention Group, Inc., State of Domicile: D.C.

Approved New Managing General Agents (MGA) Application:

- Cannon Cochran Management Services, Inc.

(Con’t on page 22)
The Big “I” and ACORD, the global standards-setting body for the insurance industry, have announced a joint program to provide qualifying Big “I” members with a complimentary license to use ACORD Forms.

ACORD, a nonprofit industry organization, has provided forms to the insurance industry since 1972. ACORD currently maintains a library of over 850 forms in a variety of formats, widely used throughout the global industry. As part of its ongoing collaboration with ACORD, the Big “I” will now fund ACORD Form end user licenses for the majority of member agencies, enabling them to claim these licenses free of charge.

"Industry-standard forms are a critical component of an independent agent’s business," says Bob Rusbuldt, Big “I” president & CEO. “With this licensing program, the Big ‘I’ is helping our members improve their operational effectiveness. We are proud to play a key role in facilitating the delivery of these assets to our members and to further enhance the value of their Big ‘I’ membership."

All agents and brokers using ACORD Forms are required to obtain licenses from ACORD. Users who are not already members or subscribers of a qualifying ACORD program are able to purchase a standalone End User License from ACORD.

Under this agreement, Big “I” members with a group gross revenue of under $50 million will be eligible for a license from ACORD due to their Big “I” membership, with no additional payment necessary. Agents will still access forms via their agency management system workflow as they have previously.

“The Big ‘I’ has been an invaluable partner to ACORD in standards development, industry outreach, and many other activities in service to the insurance industry at large,” says Bill Pieroni, ACORD president & CEO. “By ensuring access to ACORD Forms, the Big ‘I’ has once again affirmed its commitment to enabling success for the independent agent and broker community.”
Martin G. Madden Appointed to Board of Directors of Chesapeake Employers Insurance

(TOWSON, MD) — Martin G. Madden, a former senior advisor to Governor Larry Hogan (2015-2017), was appointed to the Board of Directors of Chesapeake Employers’ Insurance Company, effective June 1, 2019. Mr. Madden will serve a five-year term on the board.

Mr. Madden served in the Maryland State Senate representing Howard and Prince George’s counties from 1995 to 2002 and served as minority leader from 1998-2001. He also served as a member of the Maryland House of Delegates from 1991 to 1995. While in this capacity, he served on the Economic Matters Committee and the workers’ compensation subcommittee. He has also served on the Maryland State Ethics Commission (2014); chaired the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays (2003-2007); was a member of the Board of Directors of the State Legislative Leaders Foundation (1998-2001); and was the recipient of the Maryland “First Citizen” award from the state Senate in 2006. Mr. Madden is a retired insurance agent. He possesses a bachelor’s degree in economics from Iona College.

About Chesapeake Employers

Chesapeake Employers’ Insurance Company is Maryland’s largest writer of workers’ compensation insurance. It is a nonprofit, non-stock, private corporation. Chesapeake Employers has served as a continuous, guaranteed source for fairly priced workers’ compensation insurance since 1914.

Big “I” Applauds House Passage of Financial Services Cannabis Bill

SAFE Banking Act provides significant legal protections for insurance agents and brokers.

WASHINGTON, D.C. — The Independent Insurance Agents & Brokers of America (the Big “I”) thanks the U.S. House of Representatives for passing the SAFE Banking Act and taking the steps necessary to protect agents and brokers,” says Charles Symington, Big “I” senior vice president of external, industry & government affairs. “The Big “I” especially wants to thank Rep. Ed Perlmutter (D-Colorado) and Rep. Steve Stivers (R-Ohio) for their leadership on this important legislation.”

Under current federal law, the cultivation, possession and distribution of marijuana is illegal, except for some limited research purposes. However, at the state level, all but a handful states permit medical marijuana use in some capacity, and several states now allow the sale of marijuana for recreational purposes.

“But now that the legislation has passed the House, the Big ‘I’ encourages the Senate to take action on cannabis legislation,” says Joseph Cortina, Big “I” director of federal government affairs. “Specifically, we encourage Chairman Mike Crapo (R-Idaho) and Ranking Member Sherrod Brown (D-Ohio) to consider the SAFE Banking Act.”
Dockless electric scooter ("e-scooter") sharing programs continue to grow in number, popularity and value. The companies that operate these programs report that millions of rides have been taken in cities across the United States. One such company, Lime, was reportedly valued at $2 billion as of January 31, 2019.

But this explosive growth of e-scooter programs has raised several concerns, including:

- Existing traffic safety regulations may not adequately accommodate e-scooters
- E-scooters can be dangerous to riders and pedestrians alike
- Large, rapidly deployed fleets may pose a public nuisance, particularly in dense urban areas
- Personal insurance policies may not cover individuals in the event of an e-scooter accident

**What are “e-scooters”?**

E-scooters are battery-powered “stand up” or “kick” scooters. They require users to stand, often cannot reach speeds exceeding 15 to 20 mph and usually do not require a drivers license to operate. In contrast, mopeds or Vespa-like scooters allow users to sit, can reach relatively high speeds and often require a drivers license.

**Dockless e-scooter sharing programs**

Dockless e-scooter sharing programs operate like dockless bike-sharing programs. Users download a smartphone application from an e-scooter sharing company. The app allows users to find and unlock a nearby e-scooter for a small fee, often just $1. Users can then ride the e-scooter, paying per mile of riding. Since these programs are dockless, once the trip is completed the user parks the e-scooter anywhere that local ordinances permit.

**Regulations governing e-scooter use**

E-scooter companies require users to obey the relevant state and local traffic laws. These can vary significantly across jurisdictions.

For example, California vehicle code permits the use of e-scooters. The state does not require registration, license plates, or insurance. Users may only operate e-scooters on bicycle paths, trails, and bikeways, but not sidewalks. Furthermore, e-scooters cannot be operated on roads with speed limits greater than 25 mph unless provided with a separate bike path. E-scooters themselves cannot exceed 15 mph.

The vehicle code also provides that local jurisdictions can further regulate e-scooters. For example, San Francisco requires dockless e-scooter sharing companies to obtain a permit before operating within the city. The permitting requirements, in part, cap the number of e-scooters for each company, require user education related to e-scooter use, and impose commercial insurance requirements on the companies.

However, regulations in many jurisdictions either do not specifically address e-scooters or explicitly prohibit their use. For example, New York State explicitly prohibits the registration and operation of e-scooters.

Furthermore, there are concerns that e-scooter companies, like ridesharing companies, may be introducing e-scooter fleets into cities where their operation could be prohibited - or where local regulations do not consider e-scooters at all. One e-scooter company agreed to cease operating in Milwaukee until local and state laws regarding e-scooters are finalized. The city had originally filed suit against the company, alleging violations of a state law prohibiting the rental of unregistered scooters. As another example, Florida prohibits the operation of e-scooters on sidewalks and roadways; however, there is at least one e-scooter.
(Con’t from page 24)

company currently operating in several Florida cities. Large e-scooter fleets have also been called public nuisances by some and have faced regulatory backlash. San Francisco banned e-scooters outright following their sudden and widespread introduction until the city had finalized its permitting requirements.

Are e-scooters dangerous?

Even at low speeds e-scooters can cause injuries to riders and bystanders in the event of an accident. And like bicyclists, e-scooter users face risks from motor vehicles when operating on public roads.

At least one proposed class action has been filed against some e-scooter companies. Filed in California on behalf of individuals allegedly injured by e-scooters (either as riders or pedestrians), the lawsuit alleges, in part, that the companies were grossly negligent in their deployment of their e-scooter fleets.

A 2019 JAMA Network Open study examined records in two emergency rooms in Southern California for injuries associated with e-scooter use between September 1, 2017 and August 31, 2018. The study found in part that the most common injuries were bone fractures (32 percent), head injuries (40 percent) and soft-tissue injuries (28 percent). Only 4 percent of those injured were wearing a helmet at the time of injury.

Preliminary anecdotal evidence suggests that increased e-scooter ridership could lead to an increase in injuries. The Washington Post, for example, interviewed emergency room physicians in cities with dockless e-scooter sharing programs, who all reported an increase in hospital visits after the launch of such programs. In February 2019 Consumer Reports (CR) published its findings from a spot tally of 110 hospitals and five agencies in 47 cities with e-scooter programs. CR found an estimated 1,500 people had been injured in an e-scooter crash since late 2017.

However, there is currently no comprehensive national data on e-scooter injuries. The U.S. Centers for Disease Control and Prevention (CDC) has announced the launch of an epidemiological study on dockless e-scooters to determine any public health risks.

Pending further research, it is unclear whether e-scooter use is associated with more accidents than other forms of transportation. The Austin, Texas, city government released data on all vehicle crashes between September 29, 2018 and October 31, 2018. There were 264,300 miles driven with e-scooters over that time. E-scooter accidents totaled 14 out of 1,528 accidents citywide – or 1 percent of all accidents, including those involving motor vehicles.

Some have also expressed concern that parking e-scooters on public sidewalks could create hazards for pedestrians. A proposed class action was recently filed in California against several e-scooter companies and the city of San Diego generally alleging that dockless e-scooters were violating the Americans With Disabilities Act (ADA) by obstructing public sidewalks.

How personal insurance addresses e-scooter injuries

An e-scooter company’s insurance policy might not cover a user in the event of an accident. Many e-scooter companies also require users to assume all liability arising out of their e-scooter use.

Medical costs to treat injuries sustained while operating an e-scooter are addressed under the injured person’s health insurance. If the person was injured while using an e-scooter for work-related purposes, the person could be eligible for workers compensation benefits.

Whether a user’s personal insurance would cover any third-party liability arising out of an accident they caused or contributed to depends on the specific terms and conditions of their policies.

Homeowners: A standard homeowners policy will typically exclude liabilities arising out of the use of a motor vehicle, usually defined as any self-propelled vehicle. Homeowners policies also exclude any liability arising out of a motor vehicle rented to an insured. Renters insurance will also not cover vehicle-related liability.

Personal auto: A standard personal auto policy excludes liability coverage for a vehicle with fewer than four wheels – including e-scooters. Motorcycle insurance may not cover scooters that require users to stand.

Personal liability umbrella: Personal liability umbrella policies (PLUP) offer an extra layer of protection when an insured exhausts the limits of their underlying homeowners or auto policy. Such policies can also provide coverage for perils that are excluded from the underlying insurance policies. For example, unlike an auto policy, a standard PLUP does not usually exclude vehicles with fewer than four wheels and therefore may provide some coverage for e-scooter liabilities.

This article is reprinted with permission of the Insurance Information Institute, www.iii.org.
As the fall season is upon us and we start thinking about the upcoming holidays, the IIAM’s legislative committee and our team at Old Line Government Affairs is preparing for the upcoming Maryland legislative session. Every year, the Maryland General Assembly meets from the second Wednesday in January until the first Monday in April. The 2020 legislative session starts on January 8th until April 6th for the 90-day lawmaking season.

The IIAM’s legislative committee begins its regular meetings in the fall to discuss current legislative and regulatory topics and to determine what legislation to introduce in the upcoming session. Once we determine our legislative initiatives, Old Line drafts the legislation to begin the process.

State policy can critically impact businesses of all sizes, non-profits and even entire industries. Navigating the General Assembly can be complicated and implementing policy change takes time and a well-prepared strategy.

Here are five key steps that are part of a strategy to successfully pass legislation:

1. **Support from the Executive Branch**
   Prior to introducing legislation, it is important to discuss it with the Executive Branch agency tasked with the implementation of the legislation. In almost every instance, this means the Maryland Insurance Administration. We meet with State agency personnel before introducing legislation in the event they have ideas on how to improve the bill. Even if the agency doesn’t agree with the legislation, it is one of the first things the legislature will ask. They want to know if it has been vetted with the experts.

2. **Financial Impact**
   Legislation can come with a price so it is necessary to outline any potential costs to the state associated with the legislation should it pass. Often, legislation meets an early demise because of fiscal constraints. Seeking an approach without costs or significantly mitigated costs is vital.

3. **Legislative Committee**
   Identifying the right sponsor is critical. We consider the committees on which the possible sponsor serves. It can be easier to pass legislation with a sponsor from the committee of jurisdiction.

4. **Co-Sponsors**
   Passing legislation takes more than one sponsor – multiple voices advocating in defense of the bill. Obtaining the proper co-sponsors to a bill can be critical to strike the correct balance of support.

5. **Cross-Filing**
   Most of the time legislation should be cross-filed and introduced in both chambers, but on rare occasions, it makes sense to only introduce a bill in one chamber.

As lobbyists for the IIAM, we help your agencies address legislative policy change and manage the association’s interaction with government officials. Our team at Old Line Government Affairs has more than 75 years combined experience in state and local government affairs with balanced political affiliations. We have been a strong and consistent voice for the IIAM for many years and are proud to help the association navigate the legislative process and educate government officials on the importance of using an independent agent.

Jay Duke, last on the right, joins Brett Lininger (middle) after a panel discussion on today’s health reform issues.
There Is No Comparison

PIN provides MORE of what it takes to succeed as an independent agency, delivering MORE revenue and value.

To learn how we can help you increase your agency income and value, contact Jon Pappas today.

443.692.4000 | jpappas@pinsiaa.com
www.pinsiaa.com
The Independent Insurance Agents of Maryland introduced the Associate Partner Program (APP) in 2019. We have revamped the program this year to offer even more benefits for our Associate Partners. The APP gives our amazing company/vendor sponsors the ability to select an annual sponsorship level that offers continued support of IIAMD throughout the year. NO HASSLE SPONSORSHIP!

**IIAMD IS LOOKING FOR PARTNERS!**

If you are not a Maryland agent or broker, but work in the insurance industry, you can still be a part of this exciting, leading state association. We have many carriers, premium finance companies, software vendors, automation vendors, glass companies, rental car companies, and others that take part in our Association as Associate Partners.

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**BENEFITS BY LEVEL:**

Associate Partner Membership runs from January 1 through December 31st

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<td>Level 1 Sponsorship - Main speaker/event; recognition at the event and all pre/post conference promotional mailings</td>
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<td>Level 2 Sponsorship - Secondary speaker/event; recognition at the event and all pre/post conference promotional mailings</td>
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<td>Level 3 Sponsorship - CE session, coffee/snack breaks, etc; recognition at the event and all pre/post conference promotional mailings</td>
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For more information about our Associate Partner Program and how you can get involved, visit www.iiamd.org/app.

If you have any questions regarding the Associate Partner Program please contact Kyrsten Langford at Kyrsten@iiamd.org or 410-766-0600.
November ABEN Webcast Schedule

2- E&O Risk Management – Meeting the Challenge of Change (6 hrs)
4 - Long Term Care Insurance
4 - Cyber Insurance Deconstructed
5 - E&O Risk Management – Meeting the Challenge of Change (6 hrs)
6 - Directors and Officers Liability Insurance
6- Ethics and Business
6 - Data Privacy Insurance
7 - Hot Topics in Personal Lines
7 - COPE- Property Underwriting and Effective Loss Control
7 - Building Codes are BAD for Your Insureds; Why Ordinance or Law Coverage is Necessary
7 - Business Income- Beyond the Basics
7 - Workers Compensation Beyond the Basics
7 - Umbrella/Excess: A Blanket of Protection?
7 - Annuity Basics and Where They Fit
12 - Home Based Exposures
12 - E&O - Roadmap To Homeowners Endorsements and Personal Inland Marine - Part 1
12 - Ethics in Today's Changing Times
12 - E&O - Roadmap to Policy Analysis - Part 1
12 - E&O - Roadmap to Policy Analysis - Part 2
13 - E&O - Roadmap To Homeowners Endorsements and Personal Inland Marine - Part 2
14 - BAP Symbols and Endorsements
14 - COPE- Property Underwriting and Effective Loss Control
14 - Building Codes are BAD for Your Insureds; Why Ordinance or Law Coverage is Necessary
14 - A Little of This, A Little of That: New Threats & Possibilities in Comm'l and Personal Lines Insurance
14 - Business Income- Beyond the Basics
14 - Workers Compensation Beyond the Basics
14 - Top 5 Life Insurance Uses
19 - Rental Cars: More Than Meets the Eye
20 - Ethical Issues- Personal & Organizational
20 - Business Auto Claims That Cause Problems
21 - Insurance and the Property Lease
21 - E&O Risk Management – Meeting the Challenge of Change-Part 1 (3 hrs)
21 - Certificates of Insurance- Emerging Issues and Other Stuff that May Scare You!
21 - E&O Risk Management – Meeting the Challenge of Change- (6 hrs)
21 - A Little of This, A Little of That: New Threats & Possibilities in Comm'l and Personal Lines Insurance
21 - E&O- Roadmap to Policy Analysis- Part 2
21 - E&O Risk Management – Meeting the Challenge of Change- Part 2 (3 hrs)
22 - NFIP Program Changes and Refresher
22- E&O - Roadmap To Homeowners Endorsements and Personal Inland Marine - Part 1
22- E&O - Roadmap To Homeowners Endorsements and Personal Inland Marine - Part 2
25- Those Kids and Their Cars!
26- E&O Risk Management – Meeting the Challenge of Change- Part 1 (3 hrs)
26- E&O- Roadmap to Policy Analysis- Part 1
26- E&O Risk Management – Meeting the Challenge of Change- Part 2 (3 hrs)
December ABEN Webcast Schedule

2- Long Term Care Insurance
3 - E&O Risk Management – Meeting the Challenge of Change (6 hrs)
4 - Directors and Officers Liability Insurance
4 - Ethics and Business
5 - Hot Topics in Personal Lines
5- COPE- Property Underwriting and Effective Loss Control
5 - Building Codes are BAD for Your Insureds; Why Ordinance or Law Coverage is Necessary
5 - Business Income- Beyond the Basics
5 - Workers Compensation Beyond the Basics
5 - Umbrella/Excess: A Blanket of Protection?
5 - Annuity Basics and Where They Fit
6 - Data Privacy Insurance
10 - Cyber Insurance Deconstructed
10 - E&O - Roadmap To Homeowners Endorsements and Personal Inland Marine - Part 1
10 - Ethics in Today's Changing Times
10 - E&O - Roadmap to Policy Analysis - Part 2
10 - E&O - Roadmap to Policy Analysis - Part 1
11 - E&O - Roadmap To Homeowners Endorsements and Personal Inland Marine - Part 2
12 - BAP Symbols and Endorsements
12 - COPE- Property Underwriting and Effective Loss Control
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12 - A Little of This, A Little of That: New Threats & Possibilities in Comm'il and Personal Lines Insurance
12 - Business Income- Beyond the Basics
12 - Workers Compensation Beyond the Basics
12 - Home Based Business Exposures
12 - Top 5 Life Insurance Uses
14 - E&O Risk Management – Meeting the Challenge of Change (6 hrs)
17 - Rental Cars: More Than Meets the Eye
18 - Ethical Issues- Personal & Organizational
18 - Business Auto Claims That Cause Problems
19 - Insurance and the Property Lease
19 - E&O Risk Management – Meeting the Challenge of Change (6 hrs)
19 - A Little of This, A Little of That: New Threats & Possibilities in Comm'il and Personal Lines Insurance
20 - Certificates of Insurance- Emerging Issues and Other Stuff that May Scare You!
23 - Those Kids and Their Cars!
26 - E&O Risk Management – Meeting the Challenge of Change- Part 1 (3 hrs)
26- E&O - Roadmap To Homeowners Endorsements and Personal Inland Marine - Part 2
26- E&O- Roadmap to Policy Analysis- Part 2
26- E&O- Roadmap to Policy Analysis- Part 1
26- E&O Risk Management – Meeting the Challenge of Change- Part 2 (3 hrs)
27- NFIP Program Changes and Refresher
27- E&O - Roadmap To Homeowners Endorsements and Personal Inland Marine - Part 1
30- E&O Risk Management – Meeting the Challenge of Change- Part 1 (3 hrs)
30- E&O Risk Management – Meeting the Challenge of Change- Part 2 (3 hrs)
November 13, 2019
Flood Program Overview: Then and Now
Annette Winston
9:00 AM - 12:00 PM

November 13, 2019
Flood Program Overview - Then and Now
Annette Winston
1:00 PM - 4:00 PM

December 2, 2019
Property & Casualty Pre-Licensing
Joseph Conroy, ACSR
9:00 AM - 4:30 PM

December 17, 2019
E&O Risk Management:
Meeting the Challenges of Change
Stanley Lipshultz, CPCU
9:00 AM - 3:30 PM

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