

AVOIDING SUBCONTRACTOR INSURANCE PITFALLS

Article submitted by Gary Nesbit, Chair of ACCT Insurance & Risk Management Committee based on the 5/1/19 article in [Risk Management Magazine](#) by [Kevin T. Merriman](#) and [David M. Knapp](#).

Many projects between an Operator and an ACCT PVM requires the use of subcontractors. Often the focus, rightly so is on crafting the contract wording between the Operator and the General Contractor or the ACCT PVM with less thought on the contract with the subcontractors. At times, the General Contractor or the ACCT PVM may rely on outdated forms or templates that do not align with the insurance requirements of the primary contract with the Operator or with their subcontractors. If things do not go well, this can lead to large claims with limited or no insurance coverage. To avoid an unpleasant surprise that may come in the form of a lawsuit or a denial of insurance coverage, this articles reviews the following topics to help ACCT members when dealing with contracts and subcontractors. If you are not sure that the contract language or requirements with an Operator/Owner or with a subcontractor is meeting your risk management intentions and expectations, contact your business attorney or your insurance agent or broker.

click any of the topics below to read the full article

Understanding Risk Transfer
Scope of Additional Insured Coverage
Triggering Additional Insured Coverage
Anti-Indemnity/Insurance Laws
Flow-Down Requirements
Waivers of Subrogation
Access to the Subcontractor's Full Limits
Insurance from Sub-Subcontractors
Proof of Insurance