



California Sanitation Risk Management Authority



Primary Insurance Program Manual

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Prepared by:



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CSRMA – California Sanitation Risk Management Authority

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SECTION 1

INTRODUCTION

CSRMA – California Sanitation Risk Management Authority

Primary Insurance Program Manual

The Program Administrators have prepared this manual to serve as a reference for members of the Primary Insurance Program (PIP). We recommend that it be maintained by the person at your agency who is responsible for insurance matters.

The Primary Insurance Program has been developed by CSRMA to provide comprehensive insurance for sanitation agencies. It has a flexible format with the possibility to add coverages as desired.

General and Auto Liability coverages are the core of the PIP. All participants have the option to purchase both or separate coverages through the program. Each entity receives a complete copy of policy forms applicable to their selected coverages.

Members participating in the Pooled Liability Program have the ability to purchase automobile physical damage coverage through the Primary Insurance Program. For more information on this part of the Program, please contact the Program Administrators.

The Primary Insurance Program policy is effective on an annual basis, with an anniversary date of December 31st. Agencies may join mid-term and renew at the policy anniversary thereafter. The Participation Agreement allows for withdrawal from the program by an entity once a full program year has been completed and two months' written notice of intention to withdraw has been submitted to the Program Directors.

CSRMA has created a manual for each of its programs and one additional manual, which contains the Authority's general documents. Together, these manuals are a valuable resource to your agency's insurance program. Any questions about the Authority or its programs should be directed to the Program Administrators at:

CSRMA Program Administrators
c/o Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco, CA 94105
Telephone: (415) 403-1400

SECTION 2

CLAIMS HANDLING PROCEDURES

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Claims Handling Procedures

The carrier must be notified of any claim against a member of the Primary Insurance Program (PIP) or any *occurrence*, which may lead to a claim. All claims or occurrences should be reported through the Program Administrators or directly through the insurance carrier. Claims reporting procedures are detailed in a letter sent to members at each renewal. If the report is made to the Program Administrators, they will forward the claim to the carrier who will assign an adjuster in your area.

Each member should work cooperatively with representatives of the insurer to efficiently process claims. If a PIP member is not satisfied with the service provided by the adjuster, the Program Administrator should be notified so that appropriate action may be taken.

The following are important items of information, which should be provided when reporting claims or occurrences:

1. The date, time, and location of the event causing a loss or claim
2. The person at the agency to contact regarding the claim
3. A description of the circumstances of the loss (auto accidents, sewer backup, etc.)
4. Estimated amount of claim or loss
5. A complete copy of any legal documents

For your assistance, a Claims Reporting Form for the Primary Insurance Program is included in the “Appendix” section of this document. It may be convenient to e-mail this information to Bob Frey, Alliant Insurance Services Claims Manager, at rfrey@alliant.com; otherwise, mail information to:

CSRMA Program Administrators
c/o Mr. Robert Frey
Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco, CA 94105

The first claims reports should be sent to Robert Frey, after which a claims adjuster for the insurance company will be appointed.

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Handling of Small Claims

Some agencies may wish to handle *small Property Damage* claims themselves. See the following page for guidelines for settling small claims. The Program Administrators must be advised of claims that are settled directly by members of the PIP.

Small Property Damage Claims For Which Agency is Obviously Liable

1. **Obtain a Verified Waiver Claim Form**

Property Damage - Claims must be received within six months or 182 days of occurrence, which ever is longer. Real Property (buildings and attachments) must be received within one year.

2. **Verify Facts – Determine Liability**

Department Memo, Incident report form, etc.

3. **Determine Ownership and Control**

Agency responsible party vs. Contractor or Non-Employee

4. **Obtain Repair Receipts**

Invoices, Cash Register receipts on proper form or letterhead. No blank receipt forms without company names, etc. Verify ownership vs. tenant. Check and verify amounts.

5. **Auto Damage Claims**

Always inspect vehicle, take photo(s), verify ownership, License Number and Vehicle Identification Number. Obtain at least 2-3 estimates. Run a tape on the itemized parts. Only pay the owners of the vehicle, never the driver.

6. **Always Receive a Release**

In the “APPENDIX” section of this manual there is a generic claims form for use by your District. Have release returned before tendering the check.

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Things To Remember

1. Never admit liability.
2. Never commit to pay without authority from Agency official.
3. Never “authorize” rental cars without a time limit.
4. Never be pressured to pay “quickly.”
5. Never tell anyone to “get it fixed and send us the bill.”

SECTION 3

COPY OF POLICY DOCUMENT

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Copy of Policy Document

If you would like to obtain a copy of the policy document, please contact Myron Leavell.

(415) 403-1404

mleavell@alliant.com

SECTION 4

PIP PARTICIPATION AGREEMENT

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PIP Participation Agreement

We, _____, signatory to the California Sanitation Risk Management Authority (“CSRMA) Joint Exercise of Powers Agreement, have agreed by action of our Board of Directors on _____, _____, to participate in the CSRMA Primary Insurance Program, hereinafter referred to as “PIP.” As evidenced by the authorized signatures in this document, we agree to become a participant in the PIP and be referred to as a “Program Participant.”

It is understood that this Participation Agreement pertains only to the PIP and not to any other program operated by CSRMA.

We understand that provided the following requirements are met, Liability Insurance coverage shall begin on _____, _____:

1. We have paid the PIP fee;
2. We have executed this PIP Participation Agreement;
3. We are a member of the Joint Powers Authority. This means we:
 - a. Have been approved for Joint Powers Authority membership by the Executive Committee;
 - b. Have executed the Joint Exercise of Powers Agreement;
 - c. Have executed a “Resolution to Join” in accordance with the Joint Exercise of Powers Agreement; and
 - d. Have paid the initial membership fee.

Minimum Participation Period

It is understood that the CSRMA PIP requires an initial full program year commitment in order to participate in the program. Withdrawal from the PIP cannot occur until a full year of participation has occurred; that is, from the coverage inception date until the end of the first full program year in which the entity has participated, and only then if a two-month prior notice is provided.

Our initial commitment to the PIP will expire on _____, _____, unless the program anniversary date is modified by the Participants. After the initial participation commitment has been met, withdrawal can occur at the end of a program year provided a two-month prior notice of intent to withdraw is provided to the Authority, as noted above.

It is understood that the Minimum Participation Requirement will be waived if we move from the PIP to the Authority’s Pooled Liability Insurance Program.

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Responsibilities of Program Participants

It is understood that as a Program Participant, we are obliged to do the following:

- Take such action, including providing the PIP staff with such statistical and loss experience data and other information, as is necessary to carry out the CSRMA PIP as required by the CSRMA Joint Exercise of Powers Agreement, Bylaws and the policies established by the Executive Committee and/or the Board of Directors;
- Pay the PIP when due any and all Premiums for each Program Year. Withdrawal does not relieve a Program Participant from liability for owed premiums; and
- Fully cooperate with the PIP staff and/or representatives in determining the causes of losses and in the investigation, adjudication and settlement of claims.

Responsibility for Liability Insurance Program Expenses

It is also understood that PIP Participants are responsible for their share of all PIP expenses. A Program Participant's share of the program costs shall be reflected, as accurately as possible, within its Program Fee, which is based upon the PIP's budgetary needs, and any other expenses deemed necessary by the Board of Directors.

The withdrawal or termination of any Program Participant from the PIP shall not terminate the responsibility to continue to contribute to its share of financial obligations incurred by reason of its previous participation.

* * * * *

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* * * * *

We acknowledge and agree that this Participation Agreement shall automatically conform to any amendments made to the CSRMA Joint Exercise of Powers Agreement or Bylaws which affect the conditions of participation in the PIP. Any other amendments to this Participation Agreement shall require a two-thirds vote of the PIP Participants.

In recognition of the above, this Participation Agreement is executed on _____, ____.

Program Participant

Signed

Name

Title

ATTEST:

Signed

Name

Title

SECTION 5

APPENDIX

Sample Claims Form

- A. THE NAME AND POST OFFICE ADDRESS OF THE CLAIMANT:
- B. THE POST OFFICE ADDRESS TO WHICH THE PERSON PRESENTING THE CLAIM DESIRED NOTICES TO BE SENT.

DAYTIME TELEPHONE:
EVENING TELEPHONE:

- C. THE DATE, PLACE AND OTHER CIRCUMSTANCES OF THE
- D. TRANSACTION WHICH GAVE RISE TO THE CLAIM ASSERTED:

DATE OF OCCURRENCE:

TIME OF OCCURRENCE:

PLACE OF OCCURRENCE:

CIRCUMSTANCES:

-
- E. A GENERAL DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGE OR LOSS INCURRED SO FAR AS IT MAY BE KNOWN AT THE TIME OF PRESENTATION OF THE CLAIM:

-
- F. THE NAME OR NAMES OF THE PUBLIC EMPLOYEE OR EMPLOYEES CAUSING THE INJURY, DAMAGE OR LOSS, IF KNOWN:

-
- G. AMOUNT OF CLAIM: (IF LESS THAN \$10,000.00): \$

JURISDICTION OF CLAIM:

MUNICIPAL COURT (CLAIMS TO \$25,000)
SUPERIOR COURT (CLAIMS OVER \$25,000)

BASIS OF COMPUTATION:

DECLARATION

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOLLOWING INFORMATION IS TRUE AND CORRECT

SIGNATURE OF CLAIMANT OR REPRESENTATIVE:

DATE:

Please type or print clearly all of the information requested on the claim form. You must complete each section or your claim may be returned to you as insufficient. The following provides specific instructions for completing each section of the claim.

- A. THE NAME AND POST OFFICE ADDRESS OF THE CLAIMANT: *State the full name and mailing address of the person/persons claiming damage or injury. Please include daytime and evening telephone number.*
- B. THE POST OFFICE ADDRESS TO WHICH THE PERSON PRESENTING THE CLAIM DESIRES NOTICES TO BE SENT: *Provide the name and mailing address of the person to whom all official notices and other correspondence from the County should be sent, only if other than the claimant. Please provide telephone numbers, if applicable.*
- C. THE DATE, PLACE AND OTHER CIRCUMSTANCES OF THE OCCURRENCE OR TRANSACTION WHICH GAVE RISE TO THE CLAIM ASSERTED: *State the exact month, date, year and approximate time (if known) of the incident which caused the alleged damage or injury. Describe the exact location where the alleged damage or injury occurred. Please include the street address, city, county, intersection, etc. Please explain the circumstances that led to the alleged damage or injury. State all facts that support your claim against the County, and why you believe the County is responsible for the alleged damage or injury. If the alleged damage or injury was caused by an alleged dangerous condition of public property be specific in your description of the condition.*
- D. A GENERAL DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGE OR LOSS INCURRED SO FAR AS IT MAY BE KNOWN AT THE TIME OF PRESENTATION OF THE CLAIM: *Provide in full detail a description of the damage or injury that allegedly resulted from the accident.*
- E. THE NAME OR NAMES OF THE PUBLIC EMPLOYEE OR EMPLOYEES CAUSING THE INJURY DAMAGE OR LOSS, IF KNOWN: *If known, identify that name of the Department and/or employee(s) who allegedly caused the damage or injury.*
- F. THE AMOUNT CLAIMED IF IT TOTALS LESS THAN TEN THOUSAND DOLLARS AS OF THE DATE OF PRESENTATION OF THE CLAIM, INCLUDING THE ESTIMATED AMOUNT OF ANY PROSPECTIVE INJURY, DAMAGE, OR LOSS, INSOFAR AS IT MAY BE KNOWN AT THE TIME OF THE PRESENTATION OF THE CLAIM, TOGETHER WITH THE BASIS OF COMPUTATION OF THE AMOUNT CLAIMED. IF THE AMOUNT CLAIMED EXCEEDS TEN THOUSAND DOLLARS, NO DOLLAR AMOUNT SHALL BE INCLUDED IN THE CLAIM. HOWEVER, IT SHALL INDICATE WHETHER JURISDICTION OVER THE CLAIM WOULD REST IN MUNICIPAL OR SUPERIOR COURT: *Regarding the amount of the claim, state the specific total dollar amount you are claiming as a result of the alleged damage or injury. If damage or injury is continuing or is anticipated in the future, indicate with a "+" following the dollar amount if your claim is for \$10,000 or under. If the total dollar amount you are claiming is unspecified or exceeds \$10,000, designate the appropriate court jurisdiction for this claim. Regarding the basis of computation, state how you arrived at the amount claimed and provide copies of any supporting documentation (ie. Bill, payment receipts, costs estimates) you may have.*



WARNING

Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board of officer, or to any county, city, or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable either by imprisonment in the county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or by both such imprisonment and fine, or by imprisonment in the state prison for a period of not more than five years, by a fine not exceeding ten thousand dollars, or by both such imprisonment and fine..."



Sample Release of All Claims

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of _____ Dollars (\$_____) to be paid to _____ do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge _____ and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on accounts of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the _____ day of _____, 20_____, at or near _____.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgement, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties, hereto, and that the terms of this Release are contractual and not a mere recital.

I hereby represent that at the time I sign this Release, I am not hospitalized in a medical facility nor was I admitted to a medical facility within the past 15 days.

THE UNDERSIGNED HAS READ THE ABOVE AND FULLY UNDERSTANDS IT TO BE A FULL AND FINAL RELEASE OF ALL CLAIMS.

Signed, sealed and delivered this _____ day of _____, 20____.

Witness to signature

Address of witness

Signature

Witness to signature

Signature

Address of witness

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM.

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

ACKNOWLEDGEMENT UNDER OATH

State of _____

County of _____

Before me this _____ day of _____ 20__ came _____

known to me to be the individual who executed this release, and acknowledged that _____ fully understood its contents and freely executed same for the sole consideration therein expressed.

Notary Public