

***MOPERM***  
**AGENCY**  
**MANUAL**

**TABLE OF CONTENTS**

**MOPERM MISSION STATEMENT.....Page 3**

**HISTORY OF MOPERM .....Page 5**

**BOARD OF TRUSTEES .....Page 5**

**PRODUCER RESPONSIBILITIES UNDER  
MOPERM AGENCY AGREEMENT .....Page 7**

**TIPS FOR SELLING MOPERM ..... Page 10**

**COMMON UNDERWRITING GUIDELINES ..... Page 12**

**LIABILITY GUIDELINES ..... Page 18**

**PROPERTY GUIDELINES ..... Page 23**

**ACCOUNTING GUIDELINES ..... Page 32**

**CLAIMS ADMINISTRATION GUIDELINES ..... Page 35**

**MEMBER SERVICES ..... Page 38**

**MISSOURI STATE STATUTES - Relevant to MOPERM ..... Page 40**

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**MOPERM MISSION STATEMENT**

THE MISSION OF THE MISSOURI PUBLIC ENTITY RISK MANAGEMENT FUND (MOPERM) IS TO PROVIDE A SHARED RISK POOL TO MISSOURI PUBLIC ENTITIES OFFERING THOSE COVERAGES THAT ARE STABLE ECONOMIC ALTERNATIVES TO TRADITIONAL INSURANCE POLICIES.

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## **HISTORY OF MOPERM**

During 1985 and 1986, public entities throughout Missouri experienced large liability premium increases. Some were unable to obtain any liability insurance or were offered extremely limited coverage. In response to the liability insurance crisis, public entity lobbying groups such as the Missouri Municipal League and Missouri Association of Counties, supported the Missouri General Assembly in creating MOPERM, the Missouri Public Entity Risk Management Fund.

Commonly known as a “shared-risk pool”, MOPERM is a self-insurance fund offering broad coverage at reasonable and stable cost to Missouri’s local governments.

In 2001 and 2002, commercial property carriers dealt with poor investment returns and catastrophic natural disaster losses by raising property pricing and severely limiting coverage for public entities. MOPERM recognized the Fund was in a unique position to be proactive in providing an affordable property alternative. In April 2003, coverages offered by MOPERM were expanded to include Real and Business Personal Property, Equipment Breakdown and Crime.

With a membership of over 1,000 public entities, MOPERM is one of the largest public entity liability pools in the nation. Members benefit from the leadership of a Board of Trustees made up of member representatives who have experience with the coverage needs and challenges of public entity officials. Additionally, MOPERM staff has a thorough understanding of the unique coverage concerns facing Missouri public entities. MOPERM serves only Missouri public entities, meaning the contributions stay in the state to serve local government needs.

## **BOARD OF TRUSTEES**

The general administration of, and responsibility for, the proper operation of MOPERM, including all decisions relating to payments from the fund, is vested in the Board of Trustees. The Board of Trustees determines and prescribes the coverages to be offered by MOPERM.

Membership of the Board of Trustees consists of the Attorney General, the Commissioner of Administration, and four (4) members, appointed by the governor with the advice and consent of the Senate, who are officers or employees of those public entities participating in the fund. No more than two members appointed by the governor are of the same political party. The trustees appointed by the governor serve 4-year terms.

The MOPERM Board of Trustees hold regular meetings at least quarterly and special meetings at the call of the chairperson or by consent of any three of the Board members. The meetings are held in Jefferson City and are open meetings subject to compliance with Chapter 610, RSMo, commonly referred to as the Sunshine Law.

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## **PRODUCER RESPONSIBILITIES UNDER MOPERM AGENCY AGREEMENT**

The signed MOPERM Agency Agreement requires that the Agency, its producers and employees:

1. Shall be responsible for acquiring and maintaining current and accurate knowledge of MOPERM's coverages and procedures.
2. Shall endeavor at all times to place the public entity's interest above its own and to competently advise and serve its public entity accounts; strive to improve the understanding of all public entities served by the agency of coverages provided by MOPERM; and respect and promote the MOPERM Mission Statement.
3. Shall not publish, distribute or circulate advertising or *information of any character describing or making characterizations about MOPERM or its coverage without prior written consent of MOPERM.*
4. Shall not knowingly or intentionally make false statements or analysis of MOPERM coverages and is not authorized without prior approval by MOPERM to determine or communicate MOPERM's position on coverage for a specific claim, potential claim, or hypothetical claim, to a member entity, its officers or employees, a claimant or a claimant's representative.
5. Shall not have authority to accept or bind coverage. Coverage applied for shall be effective and bound only by MOPERM.
6. Shall have no authority to change, omit, add to, or waive any question, statement or answer on any application, and shall have no authority to change, omit, add to, waive or discharge any provision of any coverage authorized or issued by MOPERM.
7. Shall present *any and all* MOPERM coverage proposals to a potential member in the original MOPERM quote format. The MOPERM quote format may be used as part of the agency's own proprietary proposal format, as long as no alterations are made to the MOPERM format.
8. Shall deliver any original invoice received from MOPERM to member entity without alteration or transfer to a different format. If MOPERM delivers an original invoice to the agency, the agency shall be authorized to collect contribution amounts owed to MOPERM and shall immediately remit to MOPERM the entire amount of contribution so collected from a member of MOPERM, without any deduction from the contribution for agency commission or any other reason.



9. Shall maintain a book of business with MOPERM of not less than one current participating public entity.
10. Shall not commit MOPERM to any liability in connection with any claim or loss which may occur under any Memorandum of Coverage.

MOPERM is not responsible for the agency, producers or employees, not receiving coverage documents, invoices, endorsement documents or any other type of document that are delivered in electronic form.

Refer to the Agency Agreement for complete terms and conditions.

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## **TIPS FOR SELLING MOPERM**

### **What is a Qualified Local Agent?**

A qualified local agent has knowledge about potential liability exposures and coverage availability. A qualified local agent will increasingly be expected to act as an entity's "risk management consultant" rather than a traditional insurance salesman.

### **Become familiar with the uniqueness of public entity exposures and insurance-buying issues and challenges.**

Government entities are accountable to the public. Government entities must provide the public services for which they were established by law, regardless of risk. An agent must understand the distinction between "governmental" functions (those inherent in the nature of an entity such as police and fire) and "proprietary" functions (taken on by choice like recreation and utilities), and the differences in liability between these two functions.

Competitive bidding is not required in order to secure MOPERM coverage. Missouri law allows all public entities to participate in MOPERM and make annual contributions to MOPERM as provided by law. See, Section 537.705.1, RSMo; Missouri Attorney General's Opinion to Pelzer, December 11, 1986. Therefore, all Missouri public entities may choose to participate in MOPERM without the necessity of competitive bidding.

### **Do not assume that public entities always move to the lowest price.**

Public entities are motivated by a variety of factors in selecting coverages, including carrier responsiveness, quick claims handling and resolution, and availability of coverages specifically tailored to public entity liabilities. Presuming that a public entity is motivated solely by price makes that presumption a self-fulfilling prophecy.

### **Keep the lines of communication open.**

### **Do not get drawn into a game of holding up one quote against the other.**

Unlike a typical insurance policy written by a commercial carrier, MOPERM's Memorandum of Coverage offers coverage based on the specific liabilities for which a public entity can be found liable under Missouri and federal law. Unlike a typical liability insurance policy written by a commercial carrier, MOPERM's Memorandum of Coverage does not offer coverage for events for which a public entity cannot be found liable; but includes coverage (subject to deductibles, copayments and exceptions stated in the memorandum) up to the extent that a public entity can be found liable. There are no "gaps" or "holes" in coverage that could be experienced with a standard commercial insurance policy designed to cover private entities.

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## COMMON UNDERWRITING GUIDELINES

### **Eligibility**

All Missouri public entities shall have the option of participating in MOPERM and making annual contributions in the amounts determined by the MOPERM Board of Trustees as provided in Section 537.705, RSMo.

A “public entity” is defined as any city, county, township, village, town, municipal corporation, school district, special purpose or taxing district, or any other local public body **created by the [Missouri] General Assembly.** (MOPERM Policy #4; see also Section 537.700, RSMo)

Questions relating to the eligibility of an account should be addressed to the Underwriting Manager. In some situations, MOPERM may have legal counsel review eligibility.

### **Limits**

MOPERM’s liability limit is \$2,000,000 per occurrence with no aggregate limit. If the liability is subject to Missouri’s sovereign immunity statute (Section 537.600, RSMo), MOPERM’s limits are automatically changed to match the per person and per occurrence caps set by the Department of Insurance, Financial Institutions & Professional Registration.

The MOPERM property limits are provided under one comprehensive plan for all participating entities. The limits provided under this program are shared by the members with property coverage. The shared property limit is \$200,000,000 per occurrence but may vary as negotiated with the excess carriers. Sublimits apply to certain coverages.

### **Submissions**

Applications for new quotes will not be accepted more than 90 days prior to proposed inception date.

The first received and most complete submission shall be quoted. The MOPERM liability and/or property application must be submitted for a submission to be considered “most complete”. **MOPERM does not accept ACORD forms for underwriting purposes.** Other documents required for a submission to be considered complete include appropriate automobile, property and equipment schedules (submitted in an Excel spreadsheet or other Excel compatible format), detailed financial statements for the most recently completed fiscal year (sample available upon request) and a minimum of five (5) years’ loss history valued within 90 days of submission. Ten (10) year loss history is preferred for liability lines of coverage. An application checklist is available to provide guidance for gathering the necessary information.

It is the agency's responsibility to ensure that a submission is completed. Incomplete or generic applications may be returned. MOPERM staff may request additional information. Submissions that remain incomplete for ten (10) days without explanation will be closed. If additional information is requested but not received within ten (10) business days, the submission will be closed.

## **Quote and Quote Acceptance**

Plan to allow 30 days after all completed information is received by MOPERM before a quotation will be provided.

MOPERM's coverage proposal will detail coverages, deductibles and annual contribution as well as provide information about limits, optional coverages and placement requirements.

While every effort is made to provide an accurate quote, it is ultimately the producer's responsibility to review the proposal to ensure that all schedules are correct and that all desired coverages have been quoted. The MOPERM proposal is to be presented in its original format, without alteration.

Quotes are valid for 45 days unless otherwise indicated or specifically extended in writing by MOPERM.

**Producers do not have authority to bind MOPERM coverages.** The signature of an entity official or authorized representative is required to bind coverage. The Quote Acceptance Form included in the quote packet must be completed and signed as confirmation of coverage to be bound.

## **Required Coverages**

Liability coverages may be purchased without property coverages, and property coverages may be purchased without liability coverages.

Automobile coverage may be purchased without liability or property coverages.

Required lines of coverage will be determined by MOPERM based on the submitted application and on the exposures of the entity.

General Liability, Employment Practices Liability, Public Officials Errors and Omissions Liability, and Cyber & Information Breach Liability must be purchased together.

Law Enforcement Liability, Healthcare Malpractice, and/or Garagekeepers Liability may not be purchased unless General Liability and related coverages are also purchased. Health Departments, Nursing Homes, and Fire and/or Ambulance Departments that employ Paramedics or EMTs are required to purchase Healthcare Malpractice coverage from MOPERM.

Building, Contents, Construction Equipment, and/or Mobile Equipment must be scheduled to be covered. Property in the open, such as fencing or lighting, must be separately scheduled to be covered. **MOPERM does not provide blanket coverages.** Equipment Breakdown will be automatically included for Buildings and Contents. MOPERM's property program includes coverage for flood and earth movement.

Equipment-Only property coverage may be written for a current liability member if the entity does not own any Buildings or Contents. (The minimum contribution for equipment-only coverage is \$250.)

Crime is not offered as a stand-alone coverage.

## Coverage Documents

All coverage documents are emailed whenever policies or endorsements are issued. They are also accessible in the MAPS portal. Login credentials are provided to the agency principal as soon as business is written with MOPERM. Detailed instructions are available in the MAPS help menu.

## Package Accounts

A "Package Account" is defined as any member that has both liability and property coverage with MOPERM.

Package members shall receive a Package Discount on property coverages. Discounts for liability coverages are subject to loss history.

## Minimum Contributions

The minimum annual contribution for liability coverage is \$1,200. The minimum annual contribution for stand-alone property coverage is \$1,200. If both liability and property coverage is purchased, the minimum contribution for liability coverage is \$1,200, and the minimum contribution for property coverage is \$500.

## Mid Term Changes

Members may make most coverage changes at any time during the coverage year.

Coverage changes will be billed or refunded according to the effective date. Invoices between \$10.00 and **-\$10.00**, inclusive, will be waived. Deletions will not be effective more than 30 days prior to receipt of change request unless proof of sale is presented with request.

Change requests must be submitted via the MAPS portal.

## Agent of Record Guidelines

- Agency of Record letters (AOR) will not be accepted for any public entity that currently obtains coverage directly from MOPERM.
- MOPERM will not recognize an Agency of Record letter naming any agency that does not have an active contract with MOPERM.
- MOPERM may accept mid-term Agency of Record changes if requested by the member and in the member's best interests. However, all commissions paid and return commissions billed up to the effective date of the change will remain with the original agency.
- After the effective date of the agency change, the new agency will receive all commissions and be responsible for payment of all return commissions, including transactions initiated by the new agency that are effective prior to the Agent of Record effective date.

*For example, Agency B receives an AOR for City A effective July 1, 20xx. On July 7, 20xx, City A asks Agency B to submit a change request to delete a vehicle effective June 25, 20xx. Agency B will be responsible for paying the invoice for return commission.*

## Agency Change Requirements

- 1) Notice of change must be provided to the current/incumbent agency, the successor agency, and to the public entity member.

The member or entity seeking the agency change must complete MOPERM's "Agency of Record Change Request." The request must be signed by **two** entity officials, one of which must be the chief elected official. The member or entity must provide a copy of the form to MOPERM, to the current/incumbent agency, and to the successor agency.

- 2) An AOR acknowledgment letter will be sent to the new producer with a copy to the original producer.
- 3) The new producer and agency must be duly licensed in the State of Missouri and have an active contract with MOPERM.
- 4) The new producer and agency must submit new applications and all necessary supplemental underwriting and rating information before pricing will be released.

Agent of Record changes requested for pending applications/quotations will be reviewed by the Underwriting Manager.



## **Cancellations and Non Renewals**

Members may discontinue participation at any time. In order to cancel or non-renew coverage, the member or its authorized representative must submit a signed Cancellation/Non-Renewal Request Form. The request must reference all lines of coverage to be cancelled or non-renewed.

If participation is discontinued, the member may be entitled to a contribution refund, subject to minimum contribution requirements. Minimum line of business contributions will be fully earned and not included in any contribution refund to the member.

MOPERM may cancel a member's participation due to non-payment of any contribution, assessment, deposit, retrospective adjustment or any other receivable, whether in whole or part by mailing ten (10) days' notice to the last known mailing address of entity. Proof of mailing of any notice will be sufficient proof of notice. If payment is not received by date stated on notice, fund participation and the Memorandum(s) of Coverage for the entity will be cancelled.

The statute governing MOPERM provides that "Any public entity which discontinues its participation in the fund for any reason may not resume participation for a period of three years from the date it discontinues participation." Section 537.705.3, RSMo.

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## **LIABILITY UNDERWRITING GUIDELINES**

### **Submissions**

The appropriate MOPERM Liability Application is required for all liability submissions. Supplemental documentation that must be provided in order to consider a liability submission complete includes 5 years' loss history for all lines of coverage to be quoted valued within 90 days (MOPERM prefers to review 10 years' loss history), itemized annual budget that reflects actual figures for the last complete fiscal year, and when applicable, complete schedules of automobiles to be quoted (make, model, VIN# and cost new). Automobile schedules must be submitted in Excel spreadsheet or Excel compatible format.

### **Lines of Liability Coverage Available**

General Liability  
Public Officials Errors and Omissions Liability  
Employment Practices Liability  
Cyber & Information Breach Coverage  
Law Enforcement Liability  
Healthcare Malpractice (excluding Physicians)  
Automobile Liability  
Automobile Liability (Fleet)  
Automobile Physical Damage\*  
Automobile Physical Damage (Fleet)\*  
Automobile Physical Damage Stated Value\*  
Automobile Medical Payments\*  
Hired & Non Owned Automobile Liability  
Due Process Coverage Extension (I.E.P.)\*  
Employee Benefits Liability\*  
Garage Keepers Liability\*  
Unmanned Aircraft Systems Physical Damage\*

\*Denotes optional coverages

## **Limits of Liability**

For certain causes of action established by Missouri law, MOPERM's maximum limit of liability will not exceed the sovereign immunity limits provided by Section 537.610, RSMo. These causes of loss are (a) injuries directly resulting from the negligent acts or omissions by public employees arising out of the operation of motorized vehicles within the course of their employment; and (b) known dangerous condition of property for which the entity is legally liable. The maximum limit is regardless of the number of covered parties under the Memorandum, the persons or organizations who sustain injury or damage, or claims made or suits brought. The sovereign immunity limits change annually effective January 1st. (See Section 537.610.5, RSMo).

For other causes of loss, and for public officials and employees, the maximum limit of liability is \$2,000,000 for any one occurrence arising out of bodily injury, property damage, public officials' errors and omissions, or personal injury, or any combination thereof. The \$2,000,000 maximum limit is regardless of the number of covered parties under the Memorandum, the persons or organizations who sustain injury or damage, or claims made or suits brought.

MOPERM liability coverages are not subject to annual aggregate limits.

## **Deductible Options**

Deductible options range from \$500 to \$100,000 for all coverages except automobile physical damage, which range from \$500 to \$5,000. Deductibles are subject to underwriter approval, and mandatory deductibles may be imposed for an entity's specific exposures and/or loss experience. Deductibles could apply to loss only or to loss and loss adjustment expense combined.

When a deductible applies to Loss and Loss Adjustment Expense combined, the member will be responsible for defense and other adjustment costs up to the deductible amount. These amounts may be billed before the final loss settlement.

Deductibles quoted by line of coverage are mandatory.

## Prior Acts Coverage

All MOPERM liability coverages are “occurrence form”. Prior acts coverage may be offered to new members which previously carried claims-made coverage. The Underwriting Manager will determine whether Prior Acts coverage will be offered.

Prior Acts coverage may be purchased only at inception of the MOPERM coverage. The time period of Prior Acts coverage will be limited to a maximum of five (5) years for acts committed prior to the effective date of MOPERM coverage. Coverage terms and conditions will be consistent with the Memorandum of Coverage. Prior Acts coverage will be indicated on the Declarations Page by the inclusion of a retroactive date next to the coverage(s) affected. Coverage applies only to acts about which the entity had no prior knowledge at the time of joining MOPERM. All known situations should be reported to the current carrier.

“Gap Coverage” for Employment Practices Liability may only be offered when the Prior Acts coverage is purchased for Public Officials Errors and Omissions in situations when both coverages were previously covered under the public entity’s Errors and Omissions coverage.

Contribution for Prior Acts coverage will be a one-time charge fully-earned upon the effective date of binding.

## Optional Coverages available for an additional charge

**Employee Benefits Liability Coverage** is available for members that administer employee benefit plans. Price is based on the number of employees that participate in the benefit plan. “Administer” means

- Giving advice to employees, their dependents and beneficiaries
- Interpreting the provisions of the entity’s employee benefit plan
- Handling records in connection with the entity’s employee benefit plan
- Effecting enrollment, termination, or cancellation of employees under the entity’s employee benefit plan

Coverage is subject to a \$1,000 deductible

**Due Process Coverage Extension (I.E.P.)** is available to school districts. This coverage provides defense for the due process request of parents made in connection with an Individualized Education Program (IEP). Limits of \$25,000 (\$2,500 deductible) and \$50,000 (\$5,000 deductible) are available.

**Automobile Medical Payments** coverage is available with a limit of \$5,000 per person. (Medical payment coverage is not available for general liability coverages.)

**Stated Value Physical Damage** coverage may be purchased for specialty type vehicles (ambulances/fire trucks) and vehicles valued at \$50,000 or more. The amount of a loss payable by MOPERM for an automobile with Stated Value coverage shall not be greater than the original purchase price of the scheduled automobile plus the cost of major refurbishments. Invoices or receipts shall be provided at the inception of Stated Value coverage in order for Stated Value coverage to extend.

## **Automobile Liability and Physical Damage**

Required rating information for automobile coverage includes:

- Year, make, model, and VIN #
- Use of vehicle
- Cost new
- Coverages and deductibles desired
- Any special equipment permanently attached to vehicle

MOPERM does not use symbols for automobile rating.

“Auto” means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any (permanently) attached machinery or equipment.

**Fleet Coverage** will be applied as follows:

**Fleet Automatic** coverage will be applied to schedules of 25 to 50 units. Change requests will be processed and invoiced on a monthly basis

**Fleet Non-Auditable** coverage will be applied to schedules of 50 units or more. Vehicles acquired after the coverage inception date will be covered at no additional charge for that year. Coverage will mirror coverage already provided to similar vehicles. A tracking worksheet is provided for each fleet non-auditable member. An up-to-date schedule of all vehicles must be provided at each annual renewal.

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## PROPERTY UNDERWRITING GUIDELINES

### **Submissions**

The MOPERM Property Application is required for all property submissions. Property and Equipment schedules must be submitted in Excel spreadsheet format. MOPERM does not accept ACORD applications.

Supplemental documentation that must be provided with the application in order to consider a property submission complete includes a schedule of all property proposed to be covered as well as 5 years' loss history valued within 90 days of submission (MOPERM prefers to review 10 years' loss history).

### **Lines of Property Coverage Available**

Real and Personal Property - includes buildings and structures, contents, mobile equipment, construction equipment, EDP media and equipment, and equipment breakdown. It also includes a number of ancillary coverages such as Earthquake, Flood, Debris Removal, Builders Risk, and Extra Expense, and may include optional coverages such as Business Interruption, Valuable Papers and Records, Fine Arts, or Accounts Receivable. Police Dog Loss or Damage coverage is also available.

Crime - includes Fidelity, Forgery or Alteration, On Premises, In Transit, Computer Fraud, and Claim Expense. Coverage is available at the following levels:

<b>COVERAGE</b>	<b>Limit</b>	<b>Limit</b>	<b>Limit</b>
Employee Theft	\$5,000	\$50,000	\$100,000
Forgery or Alteration	\$5,000	\$50,000	\$50,000
On Premises	\$5,000	\$50,000	\$50,000
In Transit	\$5,000	\$50,000	\$50,000
Computer Fraud	\$5,000	\$50,000	\$50,000
Claim Expense	\$5,000	\$5,000	\$5,000



## Property Limits

Limits shown below are per occurrence for all members combined

Property	\$ 200,000,000
Earth Movement	\$ 100,000,000
Flood	\$ 100,000,000
100 Year Flood	\$ 5,000,000
Automatic Coverage	\$ 5,000,000
Course of Construction	\$ 2,500,000
Debris Removal	\$ 5,000,000
Equipment Breakdown	\$ 100,000,000

A complete listing of all ancillary coverages and sub-limits will be provided upon request.

## Property Valuation

Property should be scheduled at 100% Replacement Cost. MOPERM does not have a co-insurance requirement or penalty.

An inflation guard will be applied to the value of all scheduled structures at each renewal.

Equipment valuation is at Actual Cash Value.

## Deductibles

Deductible options range from \$1,000 to \$100,000, subject to underwriter approval. Mandatory deductibles may be imposed for an entity's specific exposures and/or loss experience.

### Flood Deductibles

MOPERM's deductibles for Flood Damage are fixed-dollar deductibles: \$25,000 per occurrence for non-high hazard zones and \$50,000 per occurrence for High Hazard Zones.

**Earth Movement Deductibles**

MOPERM’s deductibles for Earth Movement are fixed-dollar deductibles: \$25,000 per occurrence for non-high hazard counties and \$50,000 per occurrence for the following High Hazard counties:

Bollinger	Marion	St. Charles
Butler	Mississippi	St. Francois
Cape Girardeau	New Madrid	St. Louis City
Carter	Oregon	St. Louis
Dunklin	Pemiscot	Ste. Genevieve
Iron	Perry	Scott
Jefferson	Pike	Stoddard
Lewis	Ralls	Wayne
Lincoln	Reynolds	
Madison	Ripley	

**Scheduling Property**

Property exposures shall be classified into one of the following rating categories. MOPERM underwriters will adjust as needed to meet MOPERM’s underwriting guidelines. Contact the underwriting department with any questions.

**Building with Contents**

For permanent building structures and the entity-owned contents inside the structure. Coverage is extended to EDP equipment if EDP value is scheduled or if EDP value is included in the value of contents. Fencing associated with these structures must be scheduled separately.

Valuation: Replacement Cost

Included Coverage: Electronic Data Processing (EDP)  
 Equipment Breakdown  
 Earth Movement  
 Flood  
 Water Damage  
 Business Interruption (optional)

**Property in the Open (PITO)**

PITO should be used for miscellaneous structures that are neither building nor contents.

Valuation: Replacement Cost

Included Coverage: Earth Movement  
Flood  
Water Damage

**Pumps**

Pumps, lift stations, wells and well houses, stationary generators or generator buildings; central pivot irrigation systems. Coverage is extended to EDP equipment if EDP value is scheduled or if EDP value is included in the value of structure. Fencing associated with these structures must be scheduled separately.

Valuation: Replacement Cost

Included Coverage: Electronic Data Processing (EDP)  
Equipment Breakdown  
Earth Movement  
Flood  
Water Damage  
Business Income (optional)

**Water Towers**

Water towers and standpipes. Fencing associated with these structures must be scheduled separately.

Valuation: Replacement Cost

Included Coverage: Equipment Breakdown  
Earth Movement Flood  
Water Damage

**Water and Sewer Treatment (WST)**

Includes any building/structure at the same location address as a described “Water Treatment Plant”, “Wastewater Plant”, “Sewer Plant” or similar. Coverage is extended to EDP equipment if EDP value is scheduled or if EDP value is included in the value of the structure. Fencing does not need to be scheduled separately, but value must be included in structure value.

Valuation: Replacement Cost

Included Coverage: Electronic Data Processing (EDP)  
Equipment Breakdown  
Earth Movement  
Flood  
Water Damage  
Business Income (optional)

**Communication Structures**

Includes stationary telecommunications structures and equipment such as radio towers, antennas, wireless towers, repeaters and repeater towers, or any property item using the word “telemetry” in its description. Coverage is extended to EDP equipment if EDP value is scheduled or if EDP value is included in the value of the structure. Fencing associated with these structures must be scheduled separately.

Valuation: Replacement Cost

Included Coverage: Electronic Data Processing (EDP)  
Equipment Breakdown  
Earth Movement  
Flood  
Water Damage  
Business Income (optional)

**Structure Identifier**

Descriptions for the Structure Identifier should not be vague or incomplete. The description should be adequate to give the underwriter a clear understanding of what property is being covered and what the limits provided include.

Example: The member owns city park that includes a tennis court, baseball field, playground equipment, restrooms, and a pavilion.

The stand-alone permanent structures, such as the pavilion and restrooms, need to be scheduled individually with a value and description for each structure.

(Example: **Physical Address:** City Park, **Description:** Pavilion, **Building Value:** \$20,000, **Deductible:** \$1,000)

The Property in the Open (PITO) such as the tennis court, baseball field, and playground equipment need to be scheduled individually, but may include associated property.

(Example: **Physical Address:** City Park, **Description:** Tennis Court (including fence, light poles, and lights), **Value:** \$10,000, **Deductible:** \$1,000)

## **Scheduling Equipment**

MOPERM has two equipment (inland marine) classifications. MOPERM's "inland marine" coverage does not include communication towers & equipment.

### **Mobile Equipment**

Broad classification used for virtually any mobile or portable item the member wants scheduled for coverage.

Examples are police equipment (radar guns, radios, guns, etc.), mowers, weed eaters, and golf carts. Property primarily located and used inside an entity building such as copiers, printers, computer servers, etc., should be included in the building's contents/EDP value and not on the mobile equipment schedule.

Valuation: Actual Cash Value (ACV)

### **Construction Equipment**

Construction machinery, tools and equipment, including large construction equipment designed for use principally off public roads and may be self-propelled or not.

Examples are power cranes, backhoes, graders, road construction, or resurfacing equipment.

Valuation: Actual Cash Value (ACV)

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## ACCOUNTING GUIDELINES

### **Invoices**

The agency representative (producer) is responsible for delivering all invoices for new business to the entity. MOPERM will send endorsements and renewal invoices and all policies to the members with copies to the producer of record.

Copies of all invoices are also available in the MAPS portal.

All invoices are due upon receipt.

All invoice payments should be sent directly to MOPERM at the Jefferson City office. If payments are made to the agency, all payments received should be forwarded to MOPERM immediately. Do not deduct commission from any payment received.

The producer will be notified in the event that an invoice is past due. In some instances, the member may be contacted directly. MOPERM may cancel a member's participation due to non-payment of contribution, assessment, deposit, retrospective adjustment, or any other receivable whether in whole or part, with 10 days' advance written notice.

### **Endorsement Credits**

When an endorsement creates a credit, a check in payment of the credit will be mailed *directly to the entity*. Copies of negative invoices are available in the MAPS portal.

### **Commissions**

MOPERM members do not pay an additional amount to be represented by independent agents. All commissions are paid directly by MOPERM to the agency, and commissions are not to be deducted by the agency from the contribution payable to MOPERM.

The commission rate paid by MOPERM on written property contribution is 15%. Agencies will not be paid commission on property written direct by MOPERM.

The commission rate paid by MOPERM on written liability contribution is 10%. Agencies will not be paid commission on liability business written direct by MOPERM.

Commissions are paid the beginning of each month for the contribution received during the preceding month. The commission check stub itemizes the policy number, member name, and invoice for which agency is receiving commission.

## **Refunds and Assessments**

Refunds are a return of surplus from prior policy years. The refund is an equity refund based on the pool's loss experience and not the individual member's loss experience. MOPERM's actuary will determine annually if any prior policy years' surplus can be returned without impacting MOPERM's ability to pay pending or anticipated claims for the year. Refunds are authorized by the Board of Trustees, then a check is issued to the entity. Prior year refunds have no impact on agency commissions.

If contributions received by MOPERM in any policy year do not produce sufficient funds to pay claims due that policy year, all public entities participating in the fund for that year may be subject to a pro-rata assessment based on the total contribution paid by the member during the assessment year.

## **Designated Catastrophic Reserves**

Early in MOPERM's history, the Catastrophic Reserve Fund was created. A percentage of each member's annual contribution is deposited into this "CAT Fund". Until 2005 the percentage was 15%. The percentage was lowered to 10% beginning in policy year 2006. The purpose of the Reserve is to fund any policy year when the costs exceed revenues attributable for that year.



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## CLAIMS ADMINISTRATION GUIDELINES

### Liability Claim and Incident Reporting

#### **Claims should be faxed or emailed to MOPERM.**

Liability Claim/Incident Reporting instructions and forms are on the MOPERM website, [www.moperm.com](http://www.moperm.com), under “*Claims.*” Select the appropriate form by title (*Loss Notice Other Than Automobile, or Automobile Loss Notice*). Complete the form and email to [Claims@moperm.com](mailto:Claims@moperm.com) or fax to (573) 751-8276.

Key issues regarding claims reporting are:

1. Report claims promptly.
2. Make no commitment to pay.
3. Send all information available but don't delay claim reporting by waiting on police reports or estimates.
4. A specific date of loss must be provided on all claims.
5. Provide as much information as possible regarding the claim.
6. Include full name, address and telephone number of claimant and any known witnesses.

MOPERM requires 2 estimates for automobile physical damage claims. MOPERM reserves the right to have the vehicle appraised by an independent appraiser of its choice.

If possible, someone from the member entity or the producer should inspect and photograph the scene of trip, slip, or fall claims as soon as possible in order to provide MOPERM with an accurate account of the circumstances surrounding the fall.

Any person with specific knowledge of the circumstances regarding a claim should be listed on the claim form along with information how he/she can be reached.

## Property Claim Reporting

### **Claims should be faxed or emailed to MOPERM.**

Forms are on the MOPERM website, [www.moperm.com](http://www.moperm.com), under “*Claims.*” Select the *Loss Notice Other Than Automobile* form. Complete the form and email to [Claims@moperm.com](mailto:Claims@moperm.com) or fax to (573) 751-8276. You may also use an ACORD claim form.

Key issues to stress to members regarding property claims are:

1. Report claims promptly.
2. Send all information available but don’t delay claim reporting by waiting on estimates or other additional information.
3. A specific date of loss must be provided on all claims.
4. Provide as much information as possible regarding the claim.

Any person with specific knowledge of the circumstances surrounding a claim should be listed on the claim form along with a telephone number where he/she can be reached.

Under certain circumstances, before payment can be made, a proof of loss form must be completed and submitted to MOPERM.

## Litigation Management

MOPERM has contracted with qualified law firms throughout the state who have expertise in the types of lawsuits filed against public entities, and they are familiar with the various immunity defenses that may be applicable.

MOPERM will assign defense counsel from the member entity’s area to handle covered lawsuits filed against them.

It is essential that the member entity immediately submit lawsuits to MOPERM upon receipt or service of the lawsuit.

Date and method of service must be provided so assigned legal counsel knows when a response is due with the court.

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## MEMBER SERVICES

Public entities will suffer a loss eventually, but risk management helps protect the general public and public assets against accidental loss so the government can continue to provide services. Officials do not need to institute a complicated program to manage risk; they just need to be aware that risks exist and that they can be controlled. MOPERM provides the following services to enable members to develop effective risk management programs and control losses.

### MOPERM University

An online training resource, MOPERM U provides members with on-demand training courses. Training course areas include: Human Resources, Health & Wellness, Management, Productivity, Safety & Environment, Law Enforcement, and Corrections.

### Employment Practices Hotline 1-888-5MOPERM (1-888-566-7376)

Member entity officials have free access to advice/counsel from MOPERM's contracted attorneys regarding employee discipline and termination, due process, harassment in the workplace, compliance with Americans with Disabilities Act (ADA), and other employment practices issues.

### MOPERM Newsletter

A regular newsletter distributed to members to alert of trending loss exposures and other MOPERM information.

### Training and Education

Orientations and training workshops for employees, newly elected officials, governing boards, risk managers, etc. Regional seminars on specific insurance exposures such as employment practices. Customized presentations based on an entity's loss experience and risk management needs. Producers are encouraged to partner with MOPERM to provide training and education as value-added services.

### Loss Control Services

MOPERM's Risk Management Consultants will make periodic visits to participating member entities to help identify, evaluate and discuss risk exposures and loss control.

These on-site visits may generate loss control recommendations by the consultants. Any recommendations will be mailed or emailed to MOPERM's member contact and copied to the entity's producer. It is suggested the producer work with the member entity officials to respond to loss control recommendations.

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# **Missouri Revised Statutes**

## **Chapter 537**

### **Torts and Actions for Damages**

#### **Section 537.700**

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#### **Public entity risk management fund established--definitions--who may participate.**

537.700. 1. There is hereby created the "Missouri Public Entity Risk Management Fund", which shall be a body corporate and politic. The board of trustees of this fund shall have the powers and duties specified in sections 537.700 to 537.755 and such other powers as may be necessary or proper to enable it, its officers, employees and agents to carry out fully and effectively all the purposes of sections 537.700 to 537.755.

2. Unless otherwise clearly indicated by the context, the following words and terms as used in sections 537.700 to 537.755 mean:

- (1) "Board", the board of trustees of the Missouri public entity risk management fund;
- (2) "Fund", the Missouri public entity risk management fund established by subsection 1 of this section;
- (3) "Public entity", any city, county, township, village, town, municipal corporation, school district, special purpose or taxing district, or any other local public body created by the general assembly.

3. Any public entity may participate in the Missouri public entity risk management fund and use public funds to pay any assessment made in conjunction with the fund.

(L. 1986 H.B. 1435 & 1461)  
Effective 6-20-86

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# Missouri Revised Statutes

## Chapter 537

### Torts and Actions for Damages

#### Section 537.705

#### **Effect of participation in fund--use of funds, limits--board of trustees, duties--staff--board to be notified of claims, when--board may contract with independent insurance agents.**

537.705. 1. All public entities in Missouri shall have the option of participating in the fund and making annual contributions to the fund in the amount determined by the board in accordance with the provisions of section 379.470, RSMo, relating to rates established by insurers. Participation in the fund has the same effect as purchase of insurance by the public entity, as otherwise provided by law, and shall have the same effect as a self-insurance plan adopted by the governing body of any political subdivision of the state. Moneys in the fund shall be available for:

- (1) The payment and settlement of all claims for which coverage has been obtained by any public entity in accordance with coverages offered by the board;
- (2) The payment and settlement of tort claims against any officer or employee of a participating public entity for which coverage has been obtained by any public entity in accordance with coverages offered by the board when the claim is upon conduct of such officer or employee arising out of and performed in connection with his or her official duties on behalf of the participating public entity;
- (3) Attorney's fees and expenses incurred in the settlement and defense of such entities and persons for claims specified in this subsection.

2. No amount in excess of the amount specified by section 537.756 shall be paid from the fund for the payment and settlement claims arising out of any single occurrence.

3. The board of trustees of the fund will negotiate the settlement of and provide the defense of any claim for which coverage has been obtained by any public entity in accordance with coverages offered by the board. The board of trustees of the fund shall make the final determination on the settlement of any claim, or any portion of any claim, which requires payment from the fund. For any year in which any public entity does not make a yearly contribution to the fund, the board of trustees of the fund shall not be responsible, in any way, for negotiating the settlement of any claim arising from an occurrence in that year, providing any defense of any claim arising from an occurrence in that year, making any payment on any claim arising from an occurrence in that year, or making any payment on any judgment on any claim arising from an occurrence in that year. Any public entity which discontinues its participation in the fund may not resume participation for a period of three years from the date it discontinues participation.

4. All staff for the Missouri public entity risk management fund shall be provided by the office of administration except as otherwise specifically determined by the board. The fund shall reimburse the office of administration for all costs of providing staff required by this subsection. Such reimbursement shall be made on an annual basis, pursuant to contract negotiated between the fund and the office of administration. As established in section 537.700, the Missouri public entity risk management fund is a body corporate and politic, and the state of Missouri shall not be liable in any way with respect to claims made against the fund or against entities or individuals covered by the fund, nor with respect to any expense of operation of the fund. Money in the fund is not state money nor is it money collected or received by the state.

5. Each participating public entity shall notify the board of trustees of the fund within seven working days of the time notice is received that a claim from an occurrence has been made against the entity, or one of its officers or employees. The public entity shall supply information to the board of trustees of the fund concerning any claim upon request. It shall also notify the board of trustees of the fund upon the closing of any claim.

6. The board may contract with independent insurance agents, authorizing such agents to accept contributions to the fund from public entities on behalf of the board upon such terms and conditions as the board deems necessary, and may provide a reasonable method of compensating such agents. Such compensation shall not be additional to the contribution to the fund.

(L. 1986 H.B. 1435 & 1461, A.L. 1993 S.B. 88, A.L. 1999 S.B. 295 & 46)

(2003)Section does not violate payment of punitive damages but does not prohibit such coverage. *Naucke v. Missouri Public Entity Risk Management Fund*, 95 S. W.3d166 (Mo.App.W.D.)



**Missouri Revised Statutes**  
**Chapter 537**  
**Torts and Actions for Damages**  
**Section 537.710**

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**Board of trustees established--members, appointment, qualifications, terms, liability limited.**

537.710. 1. There is hereby established a "Board of Trustees" of the Missouri public entity risk management fund which shall consist of the attorney general, the commissioner of administration and four members, appointed by the governor with the advice and consent of the senate, who are officers or employees of those public entities participating in the fund. No more than two members appointed by the governor shall be of the same political party. The members appointed by the governor shall serve four-year terms, except that the original appointees shall be appointed for the following terms: One for one year, one for two years, one for three years, and one for four years. Any vacancies occurring on the board shall be filled in the same manner. In appointing the initial board of trustees the governor may anticipate which public entities will participate in the fund, and the appointees may serve the terms designated herein, unless they sooner resign or are removed in accordance with law.

2. No trustee shall be liable personally in any way with respect to claims made against the fund or against entities or individuals covered by the fund.

(L. 1986 H.B. 1435 & 1461)  
Effective 6-20-86

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# Missouri Revised Statutes

## Chapter 537 Torts and Actions for Damages Section 537.715

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### **Board of trustees--officers.**

537.715. 1. The board shall elect one of their members as chairman. He shall preside over meetings of the board and perform such other duties as shall be required by action of the board.

2. The chairman shall appoint another board member as vice chairman, and the vice chairman shall perform the duties of the chairman in the absence of the latter or upon his inability or refusal to act.

3. The board shall appoint a secretary who shall have charge of the offices and records of the fund, subject to the direction of the board.

4. Any summons or writ issued by the courts of the state shall be served upon the chairman, or, in his absence, on the vice chairman, or upon a registered agent which the board shall designate.

(L.1986 H.B. 1435 & 1461)  
Effective 6-20-86

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**Missouri Revised Statutes**  
**Chapter 537**  
**Torts and Actions for Damages**  
**Section 537.720**

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**Board, meetings--quorum--expenses.**

537.720. 1. The board shall meet in Jefferson City, Missouri, upon the written call of the chairman or by the agreement of any three members of the board. Notice of the meeting shall be delivered to all other trustees in person or by depositing notice in a United States post office in a properly stamped and addressed envelope not less than six days prior to the date fixed for the meeting. The board may meet at any time by unanimous mutual consent. There shall be at least one meeting in each quarter.

2. Four trustees shall constitute a quorum for the transaction of business, and any official action of the board shall be based on a majority vote of the trustees present.

3. The trustees shall serve without compensation but shall receive from the fund their actual and necessary expenses incurred in the performance of their duties for the board.

4. Duties performed for the fund by any member of the board who is an employee of a public entity shall be considered duties in connection with the regular employment of such individual, and he shall suffer no loss in regular compensation by reason of the performance of such duties.

(L.1986 H.B. 1435 & 1461)  
Effective 6-20-86

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**Missouri Revised Statutes**  
**Chapter 537**  
**Torts and Actions for Damages**  
**Section 537.725**

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**Board--records--reports--principal office--seal.**

537.725. 1. The board shall keep a complete record of all its proceedings.

2. A statement covering the operations of the fund for the year, including income and disbursements, and of the financial condition of the fund at the end of the year, showing the valuation and appraisal of its assets and liabilities, as of July first, shall each year be delivered to the governor and be made readily available to public entities.

3. The principal office of the fund shall be in Jefferson City, Missouri. The fund shall have a seal inscribed "Missouri Public Entity Risk Management Fund", which shall be in the custody of its secretary. The courts of this state shall take judicial notice of the seal. All copies of records, books, and written instruments which are kept in the office of the fund and are certified by the secretary under the seal shall be proved or admitted in any court or proceeding as provided in section 109.130.

(L.1986 H.B. 1435 & 1461)  
Effective 6-20-86

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**Missouri Revised Statutes**  
**Chapter 537**  
**Torts and Actions for Damages**  
**Section 537.730**

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**Board--duties--rulemaking authority--subpoena power--prohibited activities.**

537.730. 1. The general administration of, and responsibility for, the proper operation of the fund, including all decisions relating to payments from the fund, are hereby vested in the board of trustees.

2. The board shall determine and prescribe all rules, regulations, coverages to be offered, forms and rates to carry out the purposes of sections 537.700 to 537.755.

3. The board shall have the power to subpoena witnesses or obtain the production of records when necessary for the performance of its duties.

4. Subject to the provisions of the constitution and sections 537.700 to 537.755, the board shall have exclusive jurisdiction and control over the funds and property of the fund.

5. No trustee or staff member of the fund shall receive any gain or profit from any moneys or transactions of the fund.

6. Any trustee or staff member accepting any gratuity or compensation for the purpose of influencing his action with respect to the investment of the funds of the system or in the operations of the fund shall forfeit his office and in addition shall be subject to the penalties prescribed in section 576.020.

7. The board shall have the authority to use moneys from the fund to purchase one or more policies of insurance or reinsurance to cover the liabilities of participating public entities which are covered by the fund.

8. If such insurance can be procured, the board shall have the authority to procure insurance covering participating public entities and their officers and employees for amounts in excess of the amount specified by section 537.756 per occurrence for liabilities covered by the fund. The costs of such insurance shall be considered in determining the contribution of each public entity.

9. The board shall have the authority to use moneys from the fund to assist participating entities in assessing and reducing the risk of liabilities which may be covered by the fund.

(L. 1986 H.B. 1435 & 1461, A.L. 1993 S.B. 88)

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# Missouri Revised Statutes

## Chapter 537

### Torts and Actions for Damages

#### Section 537.735

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##### **Fund account, how maintained.**

537.735. 1. The board shall set up and maintain a Missouri public entity risk management fund account in which shall be placed all contributions, premiums, and income from all sources. All property, money, funds, investments, and rights which shall belong to, or be available for expenditure or use by, the fund shall be dedicated to and held in trust for the purposes set out in sections 537.700 to 537.755 and no other. The board shall have power, in the name of and on behalf of the fund, to purchase, acquire, hold, invest, lend, lease, sell, assign, transfer, and dispose of all property, rights, and securities, and enter into written contracts, all as may be necessary or proper to carry out the purposes of section 537.700 or 537.755.

2. All moneys received by or belonging to the fund shall be paid to the secretary and deposited by him to the credit of the fund in one or more banks or trust companies. No such money shall be deposited in or be retained by any bank and trust company which does not have on deposit with the board at the time the kind and value of collateral required by section 30.270, for depositories of the state treasurer. The secretary shall be responsible for all funds, securities, and property belonging to the fund, and shall give such corporate surety bond for the faithful handling of the same as the board shall require.

3. So far as practicable, the funds and property of the fund shall be kept safely invested so as to earn a reasonable return. The board may invest the funds of the fund as permitted by the laws of Missouri relating to the investment of the capital, reserve, and surplus funds of casualty insurance companies organized under the laws of Missouri.

(L. 1986 H.B. 1435 & 1461)  
Effective 6-20-86

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# Missouri Revised Statutes

## Chapter 537 Torts and Actions for Damages Section 537.740

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### **Insufficient contributions, assessment, abatement, deferral --retroactive application.**

537.740. 1. If contributions to the fund do not produce sufficient funds to pay any claims which may be due, the board shall assess and each member, including any member who has withdrawn but was a member in the year in which the assessment is required, shall pay such additional amounts which are each member's proportionate share of total claims allowed and due.

The board may abate or defer any part of the additional assessment of a member, if, in the opinion of the board, payment of the additional assessment would impair the ability of the member to fulfill its contractual obligations. The provisions of this subsection shall apply retroactively to the creation of the Missouri public entity risk management fund.

2. The board, in order to carry out the purposes for which the fund is established, may select and employ, or contract with, persons experienced in insurance underwriting, accounting, the servicing of claims, and rate making, who shall serve at the board's pleasure, as technical advisors in establishing the annual contribution, or may call upon the director of the department of insurance financial institutions and professional registration for such services.

(L. 1986 H.B. 1435 & 1461 , A.L. 1993 S.B. 88, A.L. 1999 S.B. 295 & 46)

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# **Missouri Revised Statutes**

## **Chapter 537**

### **Torts and Actions for Damages**

#### **Section 537.745**

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#### **Construction of provisions.**

537.745. 1. Nothing in sections 537.700 to 537.755, shall be construed to broaden or restrict the liability of the public entities participating in the fund beyond the provisions of sections 537.600 to 537.610, nor to abolish or waive any defense at law which might otherwise be available to any public entity or its officers and employees.

2. All persons and entities protected by the fund shall cooperate with those persons responsible for conducting any investigation and preparing any defense under the provisions of sections 537.700 to 537.755, by assisting such persons in all respects, including the making of settlements, the seeming and giving of evidence, and the attending and obtaining witnesses to attend hearings and trials.

(L. 1986 H.B. 1435 & 1461)  
Effective 6-20-86

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**Missouri Revised Statutes**  
**Chapter 537**  
**Torts and Actions for Damages**  
**Section 537.750**

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**Exhaustion of fund, claims to be prorated.**

537.750. 1. If the fund will be exhausted by the payment of all judgments and claims allowed during a particular fiscal year, amounts paid to each claimant or person obtaining a judgment shall be prorated, with each person receiving an amount equal to the percentage his own payment bears to the total of claims and judgments outstanding and payable from the fund. Any amounts due and unpaid as a result of such proration shall be paid in the following fiscal year.

2. If, at the end of any fiscal year, the fund has a balance exceeding projected needs, and adequate reserves, the board may in its discretion refund on a pro rata basis to all participating public entities an amount based on the contributions of the public entity for the immediately preceding year.

(L. 1986 H.B. 1435 & 1461)  
Effective 6-20-86

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# Missouri Revised Statutes

## Chapter 537

### Torts and Actions for Damages

#### Section 537.755

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##### **Fund money not available for certain purposes, exception.**

537.755. 1. Except as provided in subsection 3 of this section, moneys in the Missouri public entity risk management fund shall not be available to pay the following:

- (1) Claims made under chapter 287;
- (2) Fines or penalties threatened or imposed for violation of any civil or criminal statute, administrative regulation or county or municipal ordinance;
- (3) Attorney's fees and expenses incurred in the defense of charges that criminal statutes or county or municipal ordinances were violated;
- (4) Claims against any participating public entity or officer or employee of a participating public entity which were brought by or rendered in favor of any participating public entity or officer or employee of a participating public entity acting in an official capacity;
- (5) Claims against those who are independent contractors with a participating public entity, its officers or employees;
- (6) Claims against participating public entities, its officers or employees who fail to cooperate with the persons conducting any investigation and preparing any defense as required by section 537.745.

2. No payment shall be made from the fund or any policy of insurance procured by the fund unless and until the benefits provided to pay the claim by any other policy of liability insurance have been exhausted.

3. The fund may be available to pay claims on behalf of public entities to whom or to which a public entity participating in the Missouri public entity risk management fund is obligated by virtue of a written contract to provide coverage such as is afforded in the contract, consistent with rules promulgated by the board of trustees of the Missouri public entity risk management fund.

(L. 1986 H.B. 1435 & 1461, A.L. 1988 S.B. 532)  
Effective 6-2-88

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# Missouri Revised Statutes

## Chapter 537

### Torts and Actions for Damages

### Section 537.756

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#### Maximum amount payable from fund--how calculated.

537.756. 1. The maximum amount which may be paid from the fund, as defined in section 537.700, for the payment and settlement of claims arising out of any single occurrence, is two million dollars.

3. The limitation on awards for liability provided for in this section shall be increased or decreased on an annual basis effective January first of each year in accordance with the Implicit Price Deflator for Personal Consumption Expenditures as published by the Bureau of Economic Analysis of the United States Department of Commerce. The current value of the limitation shall be calculated by the director of the department of insurance, financial institutions and professional registration, who shall furnish that value to the secretary of state, who shall publish such value in the Missouri Register as soon after each January first as practicable, but it shall otherwise be exempt from the provisions of section 536.021.

(L. 1989 H.B. 161 § 1, A.L. 1993 S.B. 88, A.L. 1999 S.B. 295 & 46 CROSS

REFERENCE:

Liability of state and public entities, increases to be effective on certain causes of actions, when, 537.615

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