NIP GROUP™

Broker Toolkit Guide:

Proactive Actions and Key Questions for Fall and Winter Service Clients

As a broker who works with clients performing seasonal services, you can boost protection and reduce claims by taking proactive measures and asking the right questions. This toolkit offers actionable steps and questions to help you deliver added value and retain your book of business.

5 proactive actions brokers should take with clients performing fall and winter services

1. **Review service contracts thoroughly**

   Ensure that all service agreements, particularly those involving snow removal, ice management, and property monitoring, have clear and enforceable terms regarding service triggers (e.g., accumulation thresholds) and responsibilities. Document any changes to service conditions in writing to avoid disputes, as seen in Case Study 1.

2. **Confirm and document client communications**

   Always follow up on verbal instructions with written confirmation, especially if changes are made regarding the scope of services, such as altering snow removal triggers due to budget constraints (Case Study 1). This can help avoid liability when disputes arise.

3. **Establish clear incident reporting protocols**

   Advise clients to document any onsite work performed, including timesheets, incident reports, and photos. In Case Study 2, a lack of in-event service documents weakened the contractor's defense. Encourage clients to create clear, time-stamped service logs.

4. **Assess coverage gaps for monitoring services**

   Brokers should evaluate whether clients providing monitoring services have appropriate coverage for non-snow/ice related risks, such as potholes or poor site conditions (Case Study 3). Recommend additional coverage or amendments if the client's responsibilities extend beyond snow/ice management.

5. **Offer additional risk mitigation training**

   Suggest that contractors and service providers participate in seasonal safety training to avoid common slip-and-fall risks. By offering or recommending such training, brokers demonstrate their proactive role in risk management and can potentially lower claims.

5 questions brokers should ask clients to demonstrate expertise and protect their business

1. **"Are all of your service agreements documented, and do they clearly define trigger points for snow and ice removal?"**

   This question helps ensure that contractors have enforceable agreements and triggers in place, as missing or unclear documentation can result in costly litigation (Case Study 1).

2. **"How do you document service calls, site conditions, and work completed during snow and ice events?"**

   By understanding the client's documentation process, brokers can assess whether they are adequately protected against disputes like those seen in Case Study 2.

3. **"Do you have written procedures in place for confirming any changes in service scope with your clients?"**

   This question aims to reduce the risk of liability due to undocumented verbal agreements. Written confirmation is crucial for avoiding disputes, as highlighted in Case Study 1.

4. **"Have you reviewed your contract obligations related to site monitoring, especially for risks not directly related to snow and ice?"**

   This question ensures clients are aware of potential risks and responsibilities beyond snow/ice removal, such as maintaining parking lot conditions (Case Study 3).

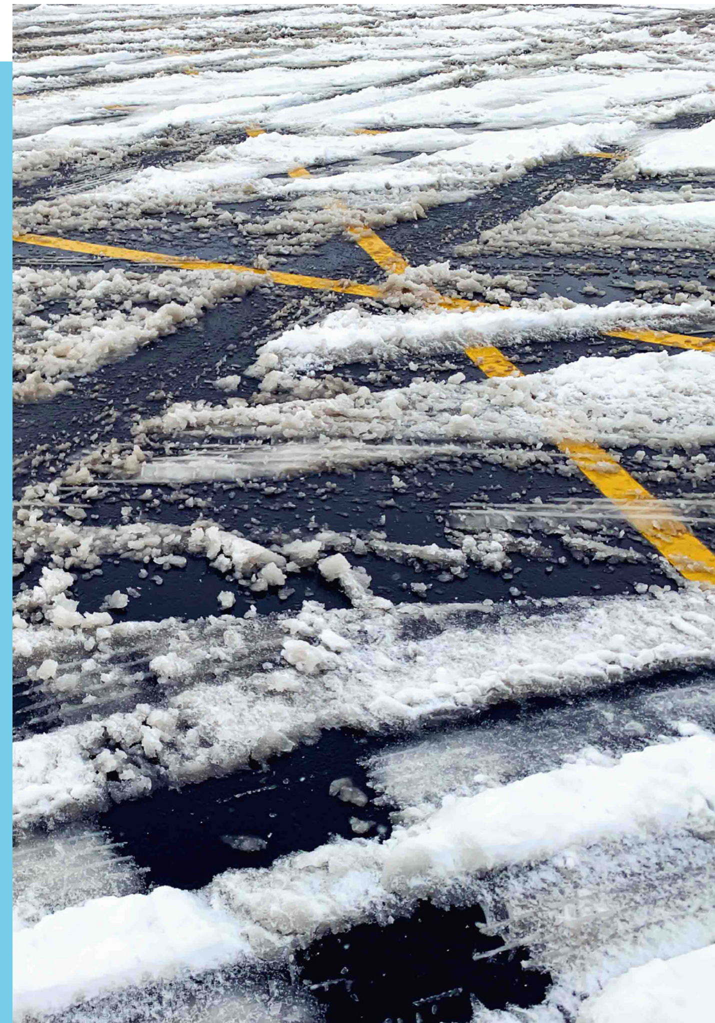
5. **"Are you or your staff members participating in risk mitigation programs, such as training offered by industry associations?"**

   This helps identify if clients are taking advantage of available resources to mitigate their exposure to risk, demonstrating the broker's commitment to proactive client protection.

Case study references:

Case study 1

- Slip and fall occurs in parking lot after 1 and 1 /2 inches of snow
- Service trigger says 1 inch
- Contractor's calls with property in advance told them to hold off on service until 2 inches because they were running out of budget
- This was not confirmed in writing afterwards
- Lawsuit filed, during which property manager denied memory of that call
- Contractor's carrier paid 90% of the settlement; property owner/manager paid 10%



Case study 2

- Plaintiff slipped and fell on sidewalk
- Contractor had pricing proposal only (no signed contract) to service parking lot upon 1 inch and sidewalk at contractor discretion
- Contract claims they serviced both parking lot and sidewalk for storm 1 day prior to incident
- Internal timesheets and payroll show 1 employee on site but no in-event service documents

Case study 3

- Slip and fall occurred in March
- No recent snow/ice accumulation
- Plaintiff fell in pothole in parking lot
- Snow contractor's contract from client says that contractor is to "monitor, inspect and report on site conditions from November 1 to March 31"
- Lost motion to get out, contractor's client paid 40% of settlement despite the loss not having anything to do with snow/ice