

Checklist for Changing Premises Operations in the Fight Against COVID-19

At Chubb, we are inspired by our many business clients who are recognizing the needs of their communities and repurposing their operations to help in the fight against the corona virus. Whether it is providing facilities for treating COVID-19 patients, providing space for patient testing or critical supplies, manufacturing personal protective equipment or providing cleaning and disinfecting services to others, many businesses are rising to the challenge presented by the pandemic.

We respect the “can-do” spirit of our clients and look to support these efforts within the scope of our underwriting guidelines and applicable laws and regulations.

As you transition your operations, careful safety planning is critical and should include developing, documenting, communicating, assessing, and reassessing safety procedures between different facility operations.

It’s important to work with your agent or broker while using the following checklist to ensure your safety plan identifies and mitigates potential risks and hazards. If you need further assistance in assessing and managing risks, Chubb’s global network of risk engineers and online resources offer valuable insights for controlling potential exposures. Contact your local Chubb representative for details.

Question/Consideration	Yes	No	Comments
Is there a contract between your organization and the entity using your facility or services? Do you have a copy of this contract? If so, it should be reviewed by legal counsel.			
Which property or portions of the property will be used? Have you established detailed safety and security protocols?			
Do you have a good appreciation of the population that will be served?			
Will any medical care be provided on the premises? If so, who will be providing it?			
Who has been identified as responsible for the procurement of medical supplies or equipment?			
Are you contracting with a governmental entity? If so, are any governmental immunities being provided to you?			
Have you determined exactly how the premises/facility is being modified to accommodate these services? Who is responsible for making the changes? <i>Note: Modifications to serve infected populations will require infection controls features, such as physical barriers and ventilation. For a building that might have sat idle, ensure fire life safety features are functioning.</i>			
How will security be handled? Who is responsible?			
Will any of your employees continue to work on the property? If so, in what capacity and what services will be provided? Will any of your employees interact with patients/population being served? If so, in what capacity?			
Will any third-party contractors be on site during the engagement? Examples: food services, HVAC contractors, security providers, grounds keepers Have the third-party contractors been contractually made aware of the changes? If so, will these contractors interact with the patient population?			
Who is responsible for cleaning of patient rooms and any common areas designated for medical use?			

Question/Consideration	Yes	No	Comments
Who is responsible for disposal of general and biohazardous waste generated by medical operations?			
How will cleaning and sanitizing be handled during and at the end of the contract? And to what standards?			
Was a governmental entity involved in assessing, approving, and oversight of the facility from a healthcare perspective?			

Considerations for Partner Contracts in the Fight Against COVID-19

Often, your change in operations will result in a new contract with the partner organization. Once a contract is received, review the following questionnaire with a licensed attorney and your insurance agent or broker to better understand how you are managing these risks.

Note: Throughout this analysis, we refer to the entity using your facility or services as 'entity'.

Question/Consideration	Yes	No	Comments
Are you named as an additional insured on the entity's general liability and umbrella policies?			
Does the contract specify that the entity's insurance is primary and non-contributory?			
Was a governmental entity involved in assessing, approving, and oversight of the facility from a healthcare perspective?			
Confirm that the entity's policy does not contain a designated premises limitation.			
Does the entity contracting with you agree to defend, indemnify, hold harmless, and waive all rights of subrogation against you? Make sure to review the complete indemnification obligation in the contract and understand exactly what the tenant/lessee is defending, indemnifying, and holding you harmless for. For example: Does the entity agree to defend, hold harmless and indemnify you for its own alleged negligence, in whole or part? And, if so, is that provision enforceable under applicable law? Optimally, the tenant/lessee will also indemnify you from and against claims, damages, losses, and expenses arising out of or resulting from performance of the lessee's or tenant's work and/or operations, not just from their errors or negligence.			
Does the contract specify minimum limits of insurance that the entity has in place?			
Are operational (such as providing food or janitorial services) responsibilities of yours clearly articulated in the contract?			

For more information about protecting your business, contact your agent or broker, or local Chubb representative.

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