

Allen Insurance and Financial Earns Diamond Achiever Award in Maine

Allen Insurance and Financial has been named Maine's 2020 Diamond Achiever by [Patriot Insurance](#) Company. The annual award is presented to the highest performing agency based on set criteria including length of appointment, profitability, growth, and policy retention. Each year, the top Patriot Insurance Company agencies receive the "Diamond Achiever" award in recognition of their outstanding accomplishment.

Patriot Insurance Company President and CEO, Lincoln Merrill Jr. explains, "We are proud to present Allen Insurance and Financial with our Diamond Achiever award. Through their hard work and commitment to providing superior services, support and products, it is well deserved."

This recognition exemplifies their commitment to providing quality, professional insurance products and services to our mutual clients.

The results achieved by the team at Allen Insurance and Financial helped the agency become one of the most successful among Patriot Insurance Company's more than 115 independent agencies.

"The team at Allen Insurance and Financial is dedicated to providing the protection our clients need accompanied by the highest level of service. We are all very proud to be recognized by our colleagues at Patriot Insurance. Strong partnerships like ours benefit everyone in the industry - carriers, agents and clients, " said Michael Dufour, executive vice president of

Allen Insurance and Financial.

Allen Insurance and Financial has been licensed with Patriot Insurance Company since 1993 is recognized as one of the carrier's Preferred independent insurance agency partners.

About Patriot Insurance

Patriot Insurance has been providing peace of mind for families and businesses in New England for over 50 years. Headquartered in Yarmouth, Maine, we are a regional carrier offering business, home, auto, life, and surety products backed by local, autonomous claims, loss control, and underwriting teams.

We work exclusively with independent agents who can give our customers the personal guidance and service they deserve. Since 2007, we have partnered with Frankenmuth Insurance, a longstanding company founded in Michigan in 1868. Patriot Insurance is financially sound, with an A.M. Best rating of "A" (Excellent).

Who Needs Builder's Risk Coverage?

From [Karen Reed](#):



Builder's risk coverage is essential in helping to protect construction projects, but can be complex and often misunderstood. The bottom line is the materials, supplies and equipment on a building site need protection from theft, fire and other risks.

Who Needs Builder's Risk Coverage?

Any person or company with a financial interest in the construction project needs builder's risk insurance. Some common people you may want to include on your policy as insureds include the:

- Property owner
- General contractor
- Subcontractors
- Lender
- Architects

The coverage amount needed is determined by the contract price between the Property Owner and the Contractor. It should be determined prior to the start of construction or renovation as to whom will be responsible for providing this very important insurance coverage.

A builder's risk policy as part of a thorough risk management plan can boost a company's reputation, while protecting your business and providing peace of mind for the contractor and his or her client.

Why Should Your Insurance Agent Review Your Business Contracts?



By Chris Richmond

Originally Submitted to [WorkBoat Magazine](#)

Clients often ask us to review contracts they are preparing to sign. This is actually the most important part because after they sign a contract there is not much point in our reviewing it. One of the first things we tell them is that we are not lawyers and they should call their own attorney – but we are happy to review the insurance portions. Aside from limits of liability and mandatory coverages, nine times out of 10 there are three requirements which can significantly change their insurance coverage.

Hold Harmless: Commonly added to insurance clauses in contracts, this essentially promises to hold harmless from any and all claims the company you are doing business with. This provides a very broad exemption of liability and often can be reworded more favorably to include “in conjunction with your work under this contract.” You should also demand the contract is reciprocal to

both parties and that the other party holds you harmless, as well.

Waiver of Subrogation: Another common condition added to contracts, this essentially prevents your insurance company from collecting from the other party if they were negligent in the claim. If your insurance company pays for damage done to your vessel by the other party in the contract, a Waiver of Subrogation prevents the insurance company from suing the other party in the contract to recoup their payment. Again, if this is required, make sure the other party waives subrogation, as well.

Additional Insured: This clause allows the other party to share your liability limits if they are named in a claim related to the work being done in the contract. This means the liability limits are now cut in half, reducing your overall coverage limits – and that the other party in the contract is now getting liability coverage for free. We are seeing this requested more often these days and often an underwriter will want to know the relationship between the two parties, to explain the need to be added as additional insured.

Contracts are part of doing business and can be as simple or as complicated as the parties involved require. When it comes to the insurance language in your contracts, be sure to reach out to your agent for a thorough review and advice on what you are about to sign.

Insurance Coverage for Construction Risk

[By Patrick Chamberlin](#)

As a contractor, you work hard every day – for your customers and to grow your business. [Specifically designed insurance solutions](#) can protect those efforts.

You start with General Liability, which covers you for claims involving bodily injuries and property damage resulting from your products, services or operations, resulting from your negligence. Then we recommend you build a more complete policy from there.

Among the coverages you should consider:

- **Builders Risk:** Carried by either the property owner or the contractor, this insures a project (property) during construction.
- **Workers Compensation:** A state-mandated coverage in Maine, designed to cover costs when a worker is injured on the job. Subcontractors need their own coverage or an approved predetermination of independent contractor status form.
- **Commercial Property:** This coverage pays to replace or repair the insured value of tools and equipment that are owned or have been borrowed or leased in the event of damage due to a covered peril, such as a fire or theft.
- **Errors & Omissions:** This coverage can protect the value of your work if it is damaged due to unintentional faulty workmanship.
- **Commercial Auto:** This coverage is designed for vehicles used for business purposes. Coverage for hired and non-owned vehicles should also be considered.

It is important to regularly meet with an independent insurance agent to review your exposures and make sure that your policy will respond as expected.

Everyone Who Uses a Computer Needs Cyber Coverage



By Chris Richmond

Originally Submitted to [WorkBoat Magazine](#)

A recent policy review with a client found an interesting update. The client, who distributes seafood, had reduced gross revenues. This was not surprising, given the downturn in the economy. What was surprising was a sharp increase in retail sales. Further discussion revealed that they had a growing online store with direct sales to consumers. They were in need of a cyber policy.

Whether or not you sell goods online, you really should consider a cyber policy. On daily basis, headlines in publications for every industry outline hacks, phishing schemes and other cyber crimes.

There are two important types of cyber liability to know about:

First party and third party.

A first party cyber liability occurs when your own data is stolen. This can include your own employees' personal information or information about your customers. A cyber liability policy will provide credit monitoring services to assist the affected individuals which could help minimize the risk of identity theft. Included in the category of first party cyber liability are:

- Funds Transfer Fraud. Funds Transfer Fraud is an intentional, unauthorized instruction transmitted via email to a financial institution to transfer funds. If your computer system is compromised, a hacker can have access to your banking information and initiate fraudulent electronic wire transfers.
- Lost Business Income. Lost business income due to cyber theft, (a hack or data breach), is not covered unless cyber coverage is in place. Your regular business insurance policy covers you for things like fire, theft and wind, but not anything cyber-related.

Third party liability coverage can provide protection for damage caused by your business to third parties due to a hack. This could be confidential client information that you store in your system. Coverage included in this category are:

- Breach of Privacy: A client's personally identifiable information has been accessed by an unauthorized party.
 - Misuse of Personal Data: Personal data is stolen or misused and they suffer financial damages.
 - Transmission of Malicious Content: Failure to stop the transmission of virus, malware or other malicious content.
- Many liability policies come with limited cyber coverage but

also they leave gaps in coverage. A stand alone cyber policy can cover these gaps and provide the insurance that a business needs today.

Do You Use 123456 as Your Password?

QUESTION: What were the top passwords leaked during 2020 data breaches?

We recently came across a new report looking at 275,699,516 passwords leaked during 2020 data breaches – it found that the most common passwords are incredibly easy to guess – and it could take less than a second or two for attackers to break into accounts using these credentials. Only 44% of those recorded were considered “unique.”

If your cyber defenses have failed – or you have been breached by a hacker – cyber insurance can help you recover. Ask a member of the Allen Insurance and Financial business insurance team for more information about cyber coverage. Anyone who does business on the Internet really shouldn't be without it.

ANSWER: The most popular passwords from those 2020 data breaches included “123456,” “123456789,” “password,” and “12345678.” [Read more about the report.](#)

OSHA Clarifies COVID-19 Reporting Requirements

The Occupational Safety and Health Administration (OSHA) has published two additional answers to its list of [COVID-19 frequently asked questions \(FAQs\)](#). The new answers clarify when employers must report COVID-19 in-patient hospitalizations and fatalities. [OSHA Clarifies COVID-19 Reporting Requirements](#)

Current Topic: Employment Practices Liability Insurance

In the time of COVID-19, employers in Maine and across the country have had to make numerous and significant decisions about how to manage their business, developing and implementing policies and procedures addressing remote work, layoffs, furloughs, pay cuts, workplace conditions, and a host of other issues.

Employment Practices Liability Insurance for employers covers employment-related liabilities other than on-the-job injuries. This can include legal fees and damages for suits such as wrongful termination, discrimination, sexual harassment and other alleged violations of employees' legal rights.

Recognizing that smaller companies now need this kind of protection, some insurers provide this coverage as an endorsement to their Business owners Policy (BOP). An

endorsement changes the terms and conditions of the policy. Other companies offer EPLI as a stand-alone coverage.

The cost of EPLI coverage depends on your type of business, the number of employees you have and various risk factors such as whether your company has been sued over employment practices in the past. The policies may reimburse your company against the costs of defending a lawsuit in court and for judgments and settlements.

Your EPLI policy could cover legal costs, whether your company wins or loses the suit. Policies also typically do not pay for punitive damages or civil or criminal fines. Liabilities covered by other insurance policies such as workers compensation are excluded from EPLI policies.

The number of lawsuits filed by employees against their employers has been rising, especially during the current pandemic. While most suits are filed against large corporations, no company is immune to such lawsuits.

These are important and complicated matters. We find the best way to address them is by personal conversation. We're here to help.

Source: Insurance Information Institute

Insurance for Aquaculture

Operations

Insurance is just one tool used to manage risk for a business. This basic guide is designed to help make you aware of the various exposures you may have and the types of insurance protection available. Identifying risk and determining methods and techniques to address that risk is the key to our relationships with our clients.

Aquaculture businesses offer a unique combination of activities and exposures which are both land and water based – and results in a unique set of risks. You should always feel free to ask questions of your insurance agent.

THERE ARE POLICIES TO PROTECT

Liability arising out of your operations or the products you sell: Commercial general liability insurance is a standard insurance policy issued to businesses to protect them against 3rd party liability claims for bodily injury and property damage arising out of premises they own, operations they conduct and products they sell.

Your property: Insurance can cover physical assets which can be classified as real property – this includes buildings and structures built on the land and business personal property (contents), which includes furnishings, fixtures and equipment and inventory in/on or adjacent to those structures.

Your equipment: Coverage known as inland marine insurance is property insurance designed to cover the things which can be moved around (mobile equipment, gear, etc.).

Shipment of your property: Transportation insurance is a policy offering coverage on the insured's property while it is in overland transit from one location to another on any necessary

mode of transport, including transport by land, air and water. Coverage applies when insurance is desired on property owned by you, whether the property is shipped in your vehicles or in public conveyances. Coverage can include spoilage arising from overturn or failure of refrigerating equipment

Shipment of your product overseas: Ocean cargo insurance is a type of insurance covering goods being shipped overseas (air or ocean), with coverage provided from the point of origin (your place) to final destination.

Piers/docks/wharves insurance: This provides property insurance for your (owned or leased by you) piers, wharves and docks, floats, platforms, gangplanks, pilings, wiring, pipes, (water lines, gas lines, electrical power, lighting fixtures and equipment permanently affixed).

Your heating-cooling-refrigerating-circulating equipment: Equipment breakdown insurance provides coverage for loss due to mechanical or electrical breakdown of equipment, Coverage applies to the cost to repair or replace the equipment and any other property damaged by equipment breakdown. (Spoilage of your product.)

Your money/your assets: Commercial crime insurance protects a business from losses arising out of business-related crime. Protection through the policy can cover cash, assets, merchandise or other property loss when someone perpetrates fraud, embezzlement, forgery, misrepresentation, robbery, theft or any other type of business-related crime on the company.

Any and all online activities: Cyber insurance is designed to cover consumers of technology services or products. More specifically, these policies are intended to cover a variety of both liability and property losses which may result when a business engages in various electronic activities, such as e-

commerce, collecting confidential data (customers & employees) within an internal electronic network and the myriad of banking activities. An increasing exposure is created by connection to the grid for utility services and the operation of manufacturing equipment with Internet or cloud-based systems.

Damage to your vessel(s) including barges and floating work platforms: Commercial hull insurance provides coverage for physical loss or damage to a vessel's hull and machinery (for those listed on your policy). Trailers can be included on a hull policy as can coverage for simple pollution cleanup.

Liability arising out of your ownership and operation of vessel(s): Protection & Indemnity provides coverage for a vessel owner's or operator's liabilities arising out of the operation of vessels listed on your policy such as damage to third party property, third party bodily injury or injury/death to a crew member.

Clean up and expenses arising out of a pollution event: This is a type of coverage created specifically to manage the costs associated with pollution clean-up (from a vessel) as defined in the Oil Pollution Act of 1990 and or state and local regulations.

Vehicles and trailers you own or lease: A commercial auto policy includes auto liability (injury or property damage to a 3rd party) and auto physical damage coverages (comprehensive & collision) as well as medical payments for passengers within your vehicle (excluding employees).

Injury to your employees: Coverage for injury to an employee may be provided by either your state act workers compensation or the Jones Act. Understanding which applies to your employees is essential to managing this risk.

Employment practices liability: This type of liability insurance covers wrongful acts arising from the employment process. The most frequent types of claims covered under such policies include: wrongful termination, discrimination, sexual harassment and retaliation.

You may want or need a number of insurance policies (including those listed above or others), depending on your operations, activities and your appetite for risk.

Your insurance policies may all come from the same company or they may come from several different companies. As an independent insurance agent, we can help you identify risk, formulate solutions to address those risks and develop insurance coverage appropriate and specific to your business.

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When a Collision is not a Collision

By Chris Richmond

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A client's vessel was tied to the dock, unloading its catch. Another fishing vessel struck his boat while backing out. The offending captain said not to worry, that he had excellent coverage and passed along his insurance agent's contact information. After a couple of weeks of dealing with the other company's adjustor, my client was informed that there was no coverage for this claim. The owner who had struck him had hull coverage, but no liability.

If you have a lender involved with your vessel, most likely they will require proof of hull coverage to protect their interests. What they do not ask for is proof of protection and indemnity (P&I) coverage. These are two separate policies that provide different coverages for your commercial vessel. P&I provides coverage for any crew and passengers, as well as any damage to something you hit, whether it be another vessel or a pier. Your hull insurance provides coverage for damage to your vessel, wreck removal and collision liability up to the limits of your hull coverage.

But when is a collision not a collision? You might think that in the case mentioned above that a collision occurred – one vessel ran into another. But because one boat was secured to a dock and not moving, the event became an allision. In the insurance world, when one vessel strikes another moving vessel, this is a collision. When a vessel strikes a fixed or non-moving object, this is an allision.

In our client's claim, he was secured to the dock. It was an allision, which would normally be covered under the P&I policy. As the other vessel did not have P&I, the claim was denied. Fortunately, in this case our client's insurance company stepped in and covered the claim. The insurance company then has the option to go after the vessel owner to recover payments for the loss.

By opting to not carry P&I, a vessel owner opens himself up to a wide range of potential claims that would not be paid. Each part of a commercial vessel's policy is specifically worded to cover certain parts of a vessel, as well as its operation. Don't make the mistake of thinking some coverage is better than none.