Multifamily Insurance Requirements

During Construction/Substantial Rehabilitation

- 1. From the Owner OR General Contractor -- "All Risk" Builder's Risk Completed Value Certificate of Insurance:
 - (a) In an amount not less than the amount of the Construction Contract or 100% of the insurable replacement value of such building(s) or improvements (whichever is greater);
 - (b) Minnesota Housing Finance Agency named as the Certificate Holder;
 - (c) Mortgagee clause naming Minnesota Housing Finance Agency as Mortgagee;
 - (d) Loss Payee clause naming Minnesota Housing Finance Agency as Loss Payee;
 - (e) Replacement Cost Valuation Basis;
 - (f) Must include an Agreed Value Clause (or no co-insurance);
 - (g) If applicable, Boiler and Machinery Coverage (no co-insurance);
 - (h) Flood Insurance, if applicable: in an amount equal to the lesser of the current amount of the Minnesota Housing loan(s) or the maximum limit of coverage under the Biggert-Waters Flood Insurance Reform Act of 2012;
 - (i) Insurer will provide Minnesota Housing with 30 days prior written notice in the event of cancellation, non-renewal or material change;
 - (j) Insurer must be authorized to transact business in the State of Minnesota and must have a Best's rating of A- or better (refer to www.ambest.com for rating information).
- 2. From the Owner AND General Contractor -- Comprehensive General Liability Certificate of Insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance):
 - (a) Limits against bodily injury and property damage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. An umbrella excess liability policy may be used to meet such requirements;
 - (b) Minnesota Housing Finance Agency named as the Certificate Holder;
 - (c) Minnesota Housing Finance Agency named as an Additional Insured;
 - (c) Insurer will provide Minnesota Housing with 30 days prior written notice in the event of cancellation, non-renewal or material change;
 - (d) Insurer must be authorized to transact business in the State of Minnesota and must have a Best's rating of A- or better (refer to www.ambest.com for rating information).
- 3. From the General Contractor -- Worker's Compensation Insurance:
 - (a) In the statutory amount;
 - (b) Insurer will provide Minnesota Housing with 30 days prior written notice in the event of cancellation, non-renewal or material change;
 - (c) Insurer must be authorized to transact business in the State of Minnesota and must have a Best's rating of A- or better (refer to www.ambest.com for rating information).
- 4. From the Architect -- **Professional Liability Insurance Certificate**:
 - (a) In an amount not less than \$500,000 per occurrence. In cases where the design and supervising architects are different entities, each entity shall supply a certificate of insurance of professional liability insurance in an amount not less than \$500,000.

Existing/Completed Buildings

- 1. From the Owner -- "Special Form" or "All-Risk" Hazard Certificate of Insurance:
 - (a) In an amount not less than the amount of Minnesota Housing's outstanding financing or 100% of the insurable replacement value of such building(s) or improvements (whichever is greater). If rehabilitation is occurring, then an overlap endorsement or rider insuring the rehabilitation work to be completed must be included;
 - (b) Minnesota Housing Finance Agency named as the Certificate Holder;
 - (c) Mortgagee clause naming Minnesota Housing Finance Agency as Mortgagee;
 - (d) Loss Payee clause naming Minnesota Housing Finance Agency as Loss Payee;
 - (e) Replacement Cost Valuation Basis;
 - (f) Must include an Agreed Value Clause (or no co-insurance);
 - (g) If applicable, Boiler and Machinery Coverage (no co-insurance);
 - (h) Flood Insurance, if applicable: in an amount equal to the lesser of the current amount of the Minnesota Housing loan(s) or the maximum limit of coverage under the Biggert-Waters Flood Insurance Reform Act of 2012;
 - (i) Insurer will provide Minnesota Housing with 30 days prior written notice in the event of cancellation, non-renewal or material change;
 - (j) Insurer must be authorized to transact business in the State of Minnesota and must have a Best's rating of A- or better (refer to www.ambest.com for rating information).
- 2. From the Owner -- Comprehensive General Liability Certificate of Insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance):
 - (a) Limits against bodily injury and property damage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. An umbrella excess liability policy may be used to meet such requirements;
 - (b) Minnesota Housing Finance Agency named as the Certificate Holder;
 - (c) Minnesota Housing Finance Agency named as an Additional Insured;
 - (d) Insurer will provide Minnesota Housing with 30 days prior written notice in the event of cancellation, non-renewal or material change;
 - (e) Insurer must be authorized to transact business in the State of Minnesota and must have a Best's rating of A- or better (refer to www.ambest.com for rating information).

For properties receiving first mortgage financing from Minnesota Housing— Owner shall submit a statement showing the annual premium amount and evidence that the current year insurance premium is paid in full. Payment plan with Insurer is <u>not</u> acceptable. Annual premiums are escrowed with Minnesota Housing on a monthly basis.

Owner's insuring the mortgaged property under a blanket policy must list the Total Insured Value of the mortgaged property on the face of the Insurance Certificate.