



October 20-23, 2022 | Westin Boston Seaport District

10/22/2022

They Want What?? (or Certificates of Insurance Issues!)

8:45AM -9:45 AM

Irene Morrill

CEUs: 1

Massachusetts Association
of Insurance Agents





They want what????

Certificate of Insurance Issues

A sample Certificate of Liability Insurance form. The form is titled "ACORD 2010 - CERTIFICATE OF LIABILITY INSURANCE". It contains various fields for policy information, including policy number, effective date, expiration date, and coverage details. A large red text overlay is centered on the form, reading "TRUST ME I HAVE GENERAL LIABILITY INSURANCE".

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This program is designed to provide accurate and authoritative information in regard to the subject matter covered. It is provided with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional person should be sought.

With special thanks to the Insurance Services Office, Inc. for advance information, continued support, and permission to use their forms and information.

We have recently received some requests for digital certificates from a new customer.

Essentially the insured is asking us to enter in all of their policy information (policy type, effective dates, limits, etc...) to a third-party website.

They say that some vendors of theirs will not accept an ACORD and use this method instead. This is making me nervous from an E&O perspective.

What if they change what we wrote in?

Essentially, we have no record of what we wrote in the event of a claim unless I screen shot each page.

However, they can still change that and send something out that is not a true reflection of their coverage.

We always use a disclaimer on our ACORD certificates that says the following as well:

This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

I feel I should tell the insured that all we can offer is an ACORD Certificate.

However, I wanted to pick your brain to see if you have heard of these new third party websites.

One agent wrote:

I emailed XXXX that we only provide ACORD COI's and that we would not participate in their electronic method.
They emailed me back...

As an ACORD member, XXXX utilizes their certificates of insurance form to ensure compliance. However, if you would prefer, you can email a completed COI to certprocessing@XXXX.com in order to submit it to the Requestor.

If you have any other questions or need further assistance, please let us know

I agree with that agent ...

Go pound sand

XXXX are FULL OF

Tell them you are ONLY sending an ACORD. That's what other agents are doing

You are not the first that has complained.

Another Agent stated that the following :

XXXX is a third-party certificate vendor that requests and tracks certificates on behalf of a client. We have some concerns and wanted to see if you had any feedback you could share.

Some of the major concerns that we have:

- **Data collected:** The vendor requires you to enter data that is not standard to a certificate.
- **License:** The vendor requires a license number.
- **Signature:** They require the broker to upload a signature.

Another Agent stated that the following :

We had an employee that went through the process of entering all the requested data.

Several weeks later, our client reached out to us as they received an email from XXXX.

The email went onto outline insurance they wanted the client to purchase, however in addition there was a certificate attached.

The certificate, attached, looks like it was issued by us. They also added the signature which the employee uploaded.

Another Agent stated that the following :

We did not authorize (or thought we did not) this vendor to issue certificates on our behalf.

In addition, that is not the signature that we use for certificates.

One of our biggest concerns is we were not aware they were issuing certificates under our name.

What if a policy had cancelled for nonpayment?

They would not know this information and would be issuing certificates without our knowledge.

Could this result in an E&O?

Another Agent stated that the following :

Further, we have some concerns about the data they are collecting.

Where they are asking for additional information that is outside from what is listed on the certificate, where is this data going?

What is it being used for? Sounds like they are using it
for marketing

Could this result in a privacy breach? Certainly per MAIA article on concerns over
digital verification

It would be a good idea to ask the vendor for their privacy policy to ensure that they aren't marketing the data you provide, and also ask what their IT safeguards are for your own due diligence and protection.

Loved this one too

Good morning! I just received an email from one of my customers.

They received an email from one of their customers that indicated they needed to see copies of all of my insured's policies, since certificates of insurance were no longer considered proof of coverage in the Commonwealth of MA.

This is the first I have heard of this - can anyone shed some light on this for me?

Life never ceases to amaze me. Massachusetts hasn't done anything "new" to the certificate since the original law. A certificate is a "worthless piece of paper" ...unless an agents puts stuff on it that they shouldn't ...

I just listened to a certificate seminar . Ask your client's permission before you send the policies –

I'd rather them have the policy to read then to demand that I type information on the certificate that is "contrary" to policy language ...which is illegal. Some receivers are asking for addendums with dangerous information.

Perhaps that certificate receiver has an "insurance professional" on staff ...and they will be able to tell if the entities they hire have the insurance that they want them to have

Most certificate receivers just want to know the policy type/edition date and maybe additional insured forms ...

**But ... if this is a digital COI organization ...then ... no ... just send ACORD ...
We don't want to send more information than is necessary ...**

they could use it to market insurance to our client and steal them

issue certificates W/O our knowledge or consent

How many days by MA law are required to be put on the Certificate of Insurance for notice of cancellation?

I seem to recall/think that for non-payment of premium MA law says no more than 10 days' notice and we have someone looking for 30 days' notice.

The ACORD certificate shows

| |
|--|
| CANCELLATION |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |

**Which means no one is supposed to type anything about cancellation ...
it is what the policy says it is....read the policy**

One is NOT supposed to type this in the “description” area as

| |
|--|
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) |
|--|

According to the ACORD how to complete instructions ...this area is for:

| | | |
|----------------------|--|---|
| COVERAGE INFORMATION | Description of Operations / Locations / Vehicles | Enter text: The Certificate Of Liability Insurance general remarks. The additional comments or special conditions that may exist upon the policy. ACORD 101, Additional Remarks Schedule, may be attached if more space is required. As used here, records information necessary to identify the operations, locations and vehicles for which the certificate was issued. |
|----------------------|--|---|

Remember what ACORD says about the COI:

ACORD 25, Certificate of Liability Insurance, is issued as a matter of information only and confers no rights upon the certificate holder.

The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed on the certificate.

[illegible]

Remember what ACORD says about the COI:

Also

The purpose of the certificate is to provide information to an interested third-party regarding insurance that is in force at the time of certificate issuance.

Although many companies provide notice of cancellation to certificate holders, they are not obligated to do so unless such requirement is set forth in the policy itself directly or by endorsement to the policy.

**The Common Policy conditions only
promises a cancellation notice
to the First NAMED insured ...**

**NO other insured named on
dec page
and
CERTAINLY NOT
an additional insured
or
“mere” certificate holder**

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Each policy and state can have it's own language/regulations

Common Policy conditions IL 00 17 attached to commercial lines policies states

10 days non-payment

30 days other reasons

A. Cancellation

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

Each policy and state can have it's own language/regulations

The MA amendatory endorsement changes this to the following for MA BAP

Common Policy Conditions

Condition A., Cancellation, is replaced by the following:

A. Cancellation

You can cancel all or any part of the insurance at any time by giving us or your agent at least 20 days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

Each policy and state can have it's own language/regulations

WC in MA is 10 days

MGL 152

Chapter 152: Section 63. Insurance company information requested by department; rating organizations; notices furnished by companies

.....

Such insurance shall not be cancelled or shall not be otherwise terminated until **ten days after written notice of such cancellation** or termination is given to the rating organization or until a notice has been received by said organization that the employer has secured insurance from another insurance company or has otherwise insured the payment of compensation provided for by this chapter.

....

Also ... the following is found in the Accord instructions for completing the certificate:

Cancellation

Number of days in which the company will endeavor to mail a written cancellation notice. This amount is subject to approval by the company(ies).

**You should not type in 30 without carrier approval ...
And technically....**

The company only mails cancellation to FIRST NAMED INSURED!

I know we have discussed the ridiculousness of the Certificate language being required for our customers, but it just seems to keep getting worse! Is there nothing that can be done about this?

Attached is a sample of a certificate requirement; as you will see they are looking to cover everyone for everything including the kitchen sink! Of course, our customer will not get the job nor be paid unless this is provided.


What can the association do to help with this situation? There must be something we can do?

“sample” COI language

The association and the MA DOI did what it could creating the law that says ...

it is illegal to state something on a certificate that is not in the policy

First ... this “prized” certificate is an older version – the 2016 is the most current version



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ABC Insurance Brokerage
123 Street Name
City MD ZIP

CONTACT
NAME:
PHONE
(A/C, No, Ext):
FAX
(A/C, No):
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ABC Insurance Carrier

INSURER B: DEF Insurance Carrier

INSURER C: GHI Insurance Carrier

INSURER D:

INSURER E:

INSURER F:

INSURED
XYZ Contractor Name
789 Street Name
City MD ZIP

COVERAGES

CERTIFICATE NUMBER: 871737984

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|--------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <div><div><div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div></div></div></div></div> | | GL Policy Number | 6/1/2011 | 6/1/2022 | <div><div>EACH OCCURRENCE</div><div>DAMAGE TO RENTED PREMISES (Ea occurrence)</div><div>\$1,000,000</div></div> <div><div>MED EXP (Any one person)</div><div>\$5,000</div></div> <div><div>PERSONAL & ADV INJURY</div><div>\$1,000,000</div></div> <div><div>GENERAL AGGREGATE</div><div>\$2,000,000</div></div> <div><div>PRODUCTS - COMP/OP AGG</div><div>\$2,000,000</div></div> <div><div></div><div>\$</div></div> |
| B | AUTOMOBILE LIABILITY <div><div><div><div><input checked="" type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> ALL OWNED AUTOS</div><div><input checked="" type="checkbox"/> HIRED AUTOS</div></div><div><div><div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input checked="" type="checkbox"/> NON-OWNED AUTOS</div></div></div></div></div></div> | | Auto Policy Number | 6/1/2011 | 6/1/2022 | <div><div>COMBINED SINGLE LIMIT (Ea accident)</div><div>\$1,000,000</div></div> <div><div>BODILY INJURY (Per person)</div><div>\$</div></div> <div><div>BODILY INJURY (Per accident)</div><div>\$</div></div> <div><div>PROPERTY DAMAGE (Per accident)</div><div>\$</div></div> <div><div></div><div>\$</div></div> |
| | UMBRELLA LIAB EXCESS LIAB <div><div><div><div><input type="checkbox"/> OCCUR</div><div><input type="checkbox"/> CLAIMS-MADE</div></div></div></div> <div><div>DED</div><div>RETENTION \$</div></div> | | | | | <div><div>EACH OCCURRENCE</div><div>\$</div></div> <div><div>AGGREGATE</div><div>\$</div></div> <div><div></div><div>\$</div></div> |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div><div><div><div><input type="checkbox"/> Y</div><div><input checked="" type="checkbox"/> N</div></div><div>N/A</div></div></div> | | WC Policy Number | 6/1/2011 | 6/1/2022 | <div><div><div><div><input checked="" type="checkbox"/> WC STATUTORY LIMITS</div><div><input type="checkbox"/> OTHER</div></div></div><div><div>E.L. EACH ACCIDENT</div><div>\$500,000</div></div><div><div>E.L. DISEASE - EA EMPLOYEE</div><div>\$500,000</div></div><div><div>E.L. DISEASE - POLICY LIMIT</div><div>\$500,000</div></div></div> |
| A | Professional Liability (Claims Made) (If Required by Contract) | | Prof Policy Number | 6/1/2011 | 6/1/2022 | <div><div>\$1,000,000 Each</div><div>Claim Aggregate</div></div> |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owner entity, Federal Realty OP LP, Federal Realty GP,LLC, Federal Realty Investment Trust, each of the entities listed in Exhibit E, any other entity with an ownership interest in the Properties, Owner's Representative, other Indemnified Parties, and other persons or entities designated by the Owner are Named Additional Insured on a Primary and Non-Contributory Basis as respects General Liability (including ongoing and completed operations) as respects work performed by the contractor. Waiver of Subrogation in favor of the Additional Insured Parties applies to Workers Compensation. Policies provide 30 days Notice of Cancellation to Additional Insureds. (Copy of Cancellation Endorsement from policies is also acceptable.)

CERTIFICATE HOLDER

Federal Realty Investment Trust
Federal Realty OP LP
Federal Realty GP,LLC
909 Rose Ave Suite 200
N Bethesda MD 20852

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Authorized Representative's Signature

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

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Limit request of 1 million per occurrence and 2 million aggregate should be easily obtainable

The ACORD name and logo are registered marks of ACORD

CSL 1 million is not difficult

The ACORD name and logo are registered marks of ACORD

awful lot of stuff mushed into this area

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2011

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| | | |
|--|---|--------------------------|
| PRODUCER ABC Insurance Brokerage 123 Street Name City MD ZIP | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: ABC Insurance Carrier | NAIC # |
| INSURED XYZ Contractor Name 789 Street Name City MD ZIP | INSURER B: DEF Insurance Carrier | |
| | INSURER C: GHI Insurance Carrier | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 871737984

REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|---|--------------------|-------------------------|-------------------------|---|--------------------------------|
| A | GENERAL LIABILITY | | GL Policy Number | 6/1/2011 | 6/1/2022 | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | Auto Policy Number | 6/1/2011 | 6/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE | \$ |
| | DED | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | WC Policy Number | 6/1/2011 | 6/1/2022 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A | | | E.L. EACH ACCIDENT | \$500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE | \$500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 |
| | | | | | | | |
| A | Professional Liability (Claims Made) (If Required by Contract) | | Prof Policy Number | 6/1/2011 | 6/1/2022 | \$1,000,000 Each \$1,000,000 | Claim Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owner entity, Federal Realty OP LP, Federal Realty GP, LLC, Federal Realty Investment Trust, each of the entities listed in Exhibit E, any other entity with an ownership interest in the Properties, Owner's Representative, other Indemnified Parties, and other persons or entities designated by the Owner are Named Additional Insured on a Primary and Non-Contributory Basis as respects General Liability (including ongoing and completed operations) as respects work performed by the contractor. Waiver of Subrogation in favor of the Additional Insured Parties applies to Workers Compensation. Policies provide 30 days Notice of Cancellation to Additional Insureds. (Copy of Cancellation Endorsement from policies is also acceptable.)

Federal Realty Investment Trust
Federal Realty OP LP
Federal Realty GP, LLC
909 Rose Ave Suite 200
N Bethesda MD 20852

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Authorized Representative's Signature

© 1988-2010 ACORD CORPORATION. All rights reserved.

“sample” COI language

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owner entity, Federal Realty OP LP, Federal Realty GP, LLC, Federal Realty Investment Trust, each of the entities listed in Exhibit E, any other entity with an ownership interest in the Properties, Owner's Representative, other Indemnified Parties, and other persons or entities designated by the Owner are Named Additional Insured on a Primary and Non-Contributory Basis as respects General Liability (including ongoing and completed operations) as respects work performed by the contractor. Waiver of Subrogation in favor of the Additional Insured Parties applies to Workers Compensation. Policies provide 30 days Notice of Cancellation to Additional Insureds. (Copy of Cancellation Endorsement from policies is also acceptable.)

The only way all those entities will be an insured is with the:

**CG 20 10 where you list them all ...for prem/op or CG 20 38 - the ISO CG 20 33
automatic additional insured endorsement will not be sufficient**

CG 20 37 where you list the “litany” for prod/co ops

“sample” COI language

**The only way all those entities
will be an insured is with the:
CG 20 10 where you list them all
...for prem/op
or CG 20 38 -**

**the ISO CG 20 33 automatic
additional insured endorsement
will not be sufficient**

**CG 20 37 where you list the
“litany” for prod/co ops**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:


1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

the ISO CG 20 33 automatic additional insured endorsement will not be sufficient as It only makes an AI the entity who SIGNS the contract with the named insured



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

The CG 20 38 can work as makes AI of:

**the entity who signs contract with
the named insured**

as well as

**anyone else that the contract
requires to be an insured**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

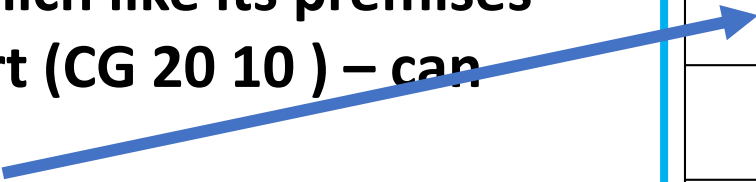
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

And would need a separate AI endorsement for completed operations

Either the CG 20 37 which like its premises operations counterpart (CG 20 10) – can type whoever want



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| | |
| | |
| | |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

 - The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

 - Required by the contract or agreement; or
 - Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

2019 ISO version of the CG 20 28 Automatic AI for completed operations if

1) Sign contract with named insured

2) Anyone that contract requires AI
status for

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

“sample” COI language

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owner entity, Federal Realty OP LP, Federal Realty GP, LLC, Federal Realty Investment Trust, each of the entities listed in Exhibit E, any other entity with an ownership interest in the Properties, Owner's Representative, other Indemnified Parties, and other persons or entities designated by the Owner are Named Additional Insured on a Primary and Non-Contributory Basis as respects General Liability (including ongoing and completed operations) as respects work performed by the contractor. Waiver of Subrogation in favor of the Additional Insured Parties applies to Workers Compensation. Policies provide 30 days Notice of Cancellation to Additional Insureds. (Copy of Cancellation Endorsement from policies is also acceptable.)

NO ISO CGL or AI endorsement states “non-contributory” .

The CGL is primary for

named insured

indemnatee of named insured in “insured contract”

Additional insured added to policy

But the CGL does NOT mention “non-contributory”

ISO created a separate primary and Non-contributory endorsement to be added to the CGL

If a carrier writes its OWN additional insured endorsements

does it cover EVERYONE or just who sign contract

does it state “primary and non-contributory

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ISO’s endorsement only “non-contributory with an AI who is a NAMED insured under their own policy

“sample” COI language

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owner entity, Federal Realty OP LP, Federal Realty GP, LLC, Federal Realty Investment Trust, each of the entities listed in Exhibit E, any other entity with an ownership interest in the Properties, Owner's Representative, other Indemnified Parties, and other persons or entities designated by the Owner are Named Additional Insured on a Primary and Non-Contributory Basis as respects General Liability (including ongoing and completed operations) as respects work performed by the contractor. Waiver of Subrogation in favor of the Additional Insured Parties applies to Workers Compensation. Policies provide 30 days Notice of Cancellation to Additional Insureds. (Copy of Cancellation Endorsement from policies is also acceptable.)

Must have waiver of subrogation on workers compensation ...
confusing ... IN favor of the additional insured parties” ...since the WC policy
does NOT allow additional insureds ...

| | | | | | | | | | | |
|---|--------------------------|-------|--|--|--|--|-----------------------------|--|------------|--|
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N | N / A | | | | | PER STATUTE | | OTH- ER | |
| | <input type="checkbox"/> | | | | | | E.L. EACH ACCIDENT | | \$ | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | | \$ | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | | \$ | |

but waiver of subrogation can be added by endorsement

WC waiver of subrogation can even be added to a “assigned risk” policy if contract requires

But – oddly enough NOT ask for WOS endorsement for CGL or BAP??????

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured

Insurance Company

Effective Policy No.

Countersigned by_____

Endorsement No. Premium

WC 00 03 13

(Ed. 4-84)

“sample” COI language

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owner entity, Federal Realty OP LP, Federal Realty GP, LLC, Federal Realty Investment Trust, each of the entities listed in Exhibit E, any other entity with an ownership interest in the Properties, Owner's Representative, other Indemnified Parties, and other persons or entities designated by the Owner are Named Additional Insured on a Primary and Non-Contributory Basis as respects General Liability (including ongoing and completed operations) as respects work performed by the contractor. Waiver of Subrogation in favor of the Additional Insured Parties applies to Workers Compensation. Policies provide 30 days Notice of Cancellation to Additional Insureds. (Copy of Cancellation Endorsement from policies is also acceptable.)

30 Cancellation notice to add'l insureds is required

Not possible with ISO ... as only the FIRST named insured gets a cancellation

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

The ACORD certificate just says ...read the policy

MA cancellation

WC – 10 days (any reason)

BAP – 20 days (any reason)

CGL – 10 days non-payment

30 days other reasons

I'm not sure if this question would be for you since it is more of a frustration then a question.

It seems that more and more we are receiving ridiculous certificate requests with requirements that are absolutely over the top.

I'm surprised we haven't received one with the promise of our customers first born.

I am wondering if there is anything that can be done about these.

Have you received complaints from other agencies?



Always feel free to approach my “venting” department.
You are not the only one.

I don’t know which request sent you “over the deep end” ...
When I teach ... I do mention them wanting your client to insure THEIR first born as well as their beloved pets.

From an EO standpoint ...
I always suggest that we say “no” and send the law along with Dan Foley, Esq, former VP Government Affairs, MAIA’s letter

From a reality standpoint ...
I think of what Bill Wilson, CPCU, etc., former VP Technical Affairs, IIABA national said:
“in the end it is a business decision But make sure it’s not illegal”.

You didn’t mention what ridiculous request was made



Even MORE “sample” COI language

The GL request - limit per project is actually a good request ...

but

do they want BOTH
the general aggregate
and
the products aggregate
on a per project basis?

CONTRACTUAL INSURANCE REQUIREMENTS

The information contained herein is to describe the contractual requirements that Dellbrook | JKS has indicated to myCOI. These contractual requirements should NOT be used to provide inaccurate information regarding current insurance policies. Questions regarding interpretation of this document can be directed to our support team at 317-759-9426.

INSURED

CARRIER REQUIREMENTS

| | POLICY LINE | | | | POLICY LIMITS | | |
|-----------------------------------|-------------------------------------|--|-------------------------------------|---------|---|--------------|----|
| GENERAL LIABILITY | <input type="checkbox"/> | CLAIMS MADE | | | EACH OCCURRENCE | \$ 1,000,000 | |
| | <input type="checkbox"/> | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | |
| | <input checked="" type="checkbox"/> | OCCUR | | | MED EXP (Any one person) | \$ 5,000 | |
| | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | |
| | | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | |
| | <input type="checkbox"/> | POLICY | <input checked="" type="checkbox"/> | PROJECT | <input type="checkbox"/> | LOCATION | \$ |
| AUTO LIABILITY | <input type="checkbox"/> | ANY AUTO | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | |
| | <input checked="" type="checkbox"/> | ALL OWNED AUTOS | | | BODILY INJURY (Per person) | \$ | |
| | | SCHEDULED AUTOS | | | BODILY INJURY (Per accident) | \$ | |
| | <input checked="" type="checkbox"/> | HIRED AUTOS | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | <input checked="" type="checkbox"/> | NON-OWNED AUTOS | | | | | |
| | | | | | | | |
| UMBRELLA / EXCESS LIABILITY | <input checked="" type="checkbox"/> | OCCUR | | | EACH OCCURRENCE | \$ 5,000,000 | |
| | | Claims Made | | | AGGREGATE | \$ 5,000,000 | |
| WORKERS COMP / EMPLOYEE LIABILITY | | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | | |
| | | | | | OTHER | | |
| | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 | |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | |
| Property | <input type="checkbox"/> | Property Causes of Loss | Deductibles | | Building | \$ | |
| | <input type="checkbox"/> | Basic | Building | | Personal Property | \$ | |
| | <input type="checkbox"/> | Broad | Contents | | Business Income | \$ | |
| | <input checked="" type="checkbox"/> | Special | | | Extra Expense | \$ | |
| | <input type="checkbox"/> | Earthquake | | | Rental Value | \$ | |
| | <input type="checkbox"/> | Wind | | | Blanket Building | \$ | |
| | <input type="checkbox"/> | Flood | | | Blanket Pers Prop | \$ | |
| | <input type="checkbox"/> | | | | Blanket BLDG & PP | \$ | |
| | <input type="checkbox"/> | | | | | \$ | |
| | <input type="checkbox"/> | | | | | \$ | |
| Boiler and Machine | <input type="checkbox"/> | Boiler & Machinery /Equipment Break Down | | | | \$ | |
| | | | | | | \$ | |
| Leased / Rented Equipment | | | | | | | |

Certification Holder

Dellbrook Construction LLC, dba Dellbrook/JKS C/O: myCOI 1075 Broad Ripple Ave, Suite 313 Indianapolis, IN 46220

1

Even MORE "sample" COI language

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 45 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROJECT(S) PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed only to "your work" at a single designated project shown in the Schedule above:
1. A separate Designated Project Products-Completed Operations Aggregate Limit applies to each designated project, and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.
 2. The Designated Project Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under Coverage A because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages shall reduce the Designated Project Products-Completed Operations Aggregate Limit for that designated project. Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project Products-Completed Operations Aggregate Limit for any other designated project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence continue to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project Products-Completed Operations Aggregate Limit.

Auto request ...good news better than requiring “any auto” (symbol 1 which a lot of carriers won’t provide ...and certainly not CAR and servicing carriers)

Buy “all owned autos” ...is symbol (2) – fleet automatic coverage ...most carriers won’t do that if they didn’t do (1)

**Generally we only get symbol 7 – scheduled autos
and max of 30 days for newly acquired –not
remainder of policy period**

Should ALWAYS include hired autos symbol 8 and non-owned autos symbol 9 if NOT symbol 1



Per occurrence commercial umbrella is always better than claims made ...

5 million limit ... hefty ...

but good advice

The information contained herein is to describe the contractual requirements that Dellbrook | JKS has indicated to myCOI. These contractual requirements should NOT be used to provide inaccurate information regarding current insurance policies. Questions regarding interpretation of this document can be directed to our support team at 317-759-9426.

| | |
|---------|----------------------|
| INSURED | CARRIER REQUIREMENTS |
|---------|----------------------|

| POLICY LINE | | | | | POLICY LIMITS | | |
|-----------------------------------|-----------------------------------|--|-------------|---------|-------------------------------------|---|--------------|
| GENERAL LIABILITY | | | | | EACH OCCURRENCE | \$ 1,000,000 | |
| | | CLAIMS MADE | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | X | OCCUR | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | |
| | | POLICY | X | PROJECT | LOCATION | \$ | |
| AUTO LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | |
| | | ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | X | ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | | SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | X | HIRED AUTOS | | | | | |
| | X | NON-OWNED AUTOS | | | | | |
| UMBRELLA / EXCESS LIABILITY | X | OCCUR | | | | EACH OCCURRENCE | \$ 5,000,000 |
| | | Claims Made | | | | AGGREGATE | \$ 5,000,000 |
| WORKERS COMP / EMPLOYEE LIABILITY | | | | X | WC STATUTORY LIMITS | OTHER | |
| | | | | | E.L. EACH ACCIDENT | | \$ 1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | | \$ 1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | | \$ 1,000,000 |
| Property | | Property Causes of Loss | Deductibles | | Building | | \$ |
| | | Basic | Building | | Personal Property | | \$ |
| | | Broad | Contents | | Business Income | | \$ |
| | X | Special | | | Extra Expense | | \$ |
| | | Earthquake | | | Rental Value | | \$ |
| | | Wind | | | Blanket Building | | \$ |
| | | Flood | | | Blanket Pers Prop | | \$ |
| | | | | | Blanket BLDG & PP | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| Boiler and Machine | | Boiler & Machinery /Equipment Break Down | | | | \$ | |
| Leased / Rented Equipment | | | | | | \$ | |

Even MORE “sample” COI language

AHHHHHHHHH...

now I see why the agent was upset

First ...overall ...all policies ...

30 days notice of cancellation –

CGL

10 days non-payment

30 days other reasons

WC

10 days notice

BAP

20 days notice

Oh ...and by the way ...only first named insured gets notice- not additional insured!!!



Division Name: 20-20-0003 - Terrapin Ridge, Division Number: 20-20-0003, Division Location: 245 Quaker Meetinghouse Road Sandwich, MA 02537.

"30 Days Notice of Cancellation Required."

Installation Floater

" - Insr Ltr - Policy Number - Effective Date - Expiration Date - Jobsite Limit \$1,000,000 - Unnamed Location \$0.

General Liability

"Additional Insured Names: Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500,

Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061, and any other party as required by written contract.

"Explosion, Collapse, and Underground must not be excluded.

"Coverage for Independent Contractors.

"Additional Insured applies to General Liability.

"Waiver of Subrogation is required for General Liability.

"General Liability is Primary and Non-contributory.

"Must include Contractual Liability.

--

Must confirm there are no residential exclusions.

--

Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500,

Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061,

and any other party as required by written contract are included as Additional Insureds on a primary and noncontributory basis where required by written contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. A Waiver of Subrogation applies in favor of the additional insureds where required by written contract with respect to the Workers Compensation, Automobile, General Liability and Umbrella/Excess Liability policies. Additional Insured endorsements are issued on the ISO Endorsement CG2010 11/85 OR CG2010 10/01 AND CG2037 10/01 or equivalent. 30 days notice of cancellation or material modification will be provided to Dellbrook JK Scanlan.

--

"No insurance policy shall have a deductible.

--

Must provide the Additional Insured and Waiver of Subrogation Endorsement forms in addition to the certificate of insurance.

--

Must provide Notice of Cancellation endorsement in addition to the certificate of insurance.

"Should there be a need to increase coverage to meet the requirements indicated, please provide the premium cost increase so it can be evaluated to determine compliance.

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Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061,

and any other party as required by written contract.

Automobile Liability

"Additional Insured applies to Automobile.

"Waiver of Subrogation is required for Automobile.

"Automobile Liability is Primary and Non-contributory.

"Additional Insured Names: Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA,

Further CGL requests

lengthy AI list ...but “doable” if use
CG 20 10 Additional Insured – Owners
Lessees, Or Contractors – Scheduled
Person or Organization
or
CG 20 38 Additional Insured – Owners,
Lessees, Or Contractors – Automatic
Status For Other Parties When Required
In Written Construction Agreement

the contract requires that AI status be
given to “any other party as required
by written contract”

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"Explosion, Collapse, and Underground must not be excluded.
"Coverage for Independent Contractors.
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"General Liability is Primary and Non-contributory.
"Must include Contractual Liability.
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Must confirm there are no residential exclusions.
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Even MORE “sample” COI language

I understand they want to make sure the policy
Doesn't do the following but ...

explosion collapse and underground – no
exclusion ... policy covers unless exclusion
attached

coverage for Independent contractors – what
do they mean – are they concerned that they
have coverage for things independent
contractors do ...
which is THEIR responsibility to know

Or
do they want verification that your insured has
coverage for actions of independent
contractors...
which means no exclusion added

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"Must include Contractual Liability.

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Must confirm there are no residential exclusions.

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One could state that these exclusions are not on the policy but to state the cgl policy covers these things ...

show me the language in the policy

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Additional insured applies to CGL – any particular endorsement request?

Waiver of subrogation required – endorsement? or usual ISO CGL language?

CGL – Primary and non-contributory ...
ISO language is primary and excess
need endorsement for “non-contributory”

Must include contractual liability ...
well ...there

Is a contractual liability exclusion giving back
Coverage for “insured contract” definition – if
They just want you to state “includes contractual
Liability coverage” – what does that MEAN and
It ISN'T written like that in the policy

General Liability

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9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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Even MORE “sample” COI language

Must confirm no residential exclusions
Again ...like XCU and independent contractor
issue – **no exclusion means coverage potential**

Now ... re-discuss what the AI should be and
now specific
primary and non-contributory basis for
CGL, Auto and umbrella ...
endorsement not exist in CAR

Waiver of subrogation
endorsement for CGL?
N/A in BAP in MA unless carrier allows
ISO endorsement – N/A CAR
WC – need endorsement

General Liability

Page2

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Even MORE “sample” COI language

AI endorsement request

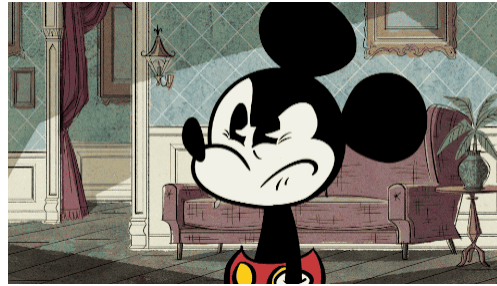
CG 20 10 **11/85**

or

p/o CG 20 10 **10/01** and

Co/op CG 20 37 **10/01** or it's equivalent

Specified AI not “automatic” AI



that means they want “arising out of” language and the 2004, 2013 or 2019 editions ARE NOT EQUIVALENT

and 30 days notice of cancellation ALL the time **TO AI**...require company specific endorsement

no deductibles allowed for BI/PD on CGL/BAP/Umbrella ...or WC

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**WANT TO SEE the
AI endorsements
WOS ENDORSEMENT (now we know)
Notice of cancellation endorsement
In addition to CERTIFICATE ...no fibbing now!**

**If coverage not already these limits want to see
additional premium cost to determine
compliance**

Waiver of subrogation desired language

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Must confirm there are no residential exclusions.

--

Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC

600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500,

Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061,

and any other party as required by written contract are included as Additional Insureds on a primary and noncontributory basis where required by written contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. A Waiver of Subrogation applies in favor of the additional insureds where required by written contract with respect to the Workers Compensation, Automobile, General Liability and Umbrella/Excess Liability policies. Additional Insured endorsements are issued on the ISO Endorsement CG2010 11/85 OR CG2010 10/01 AND CG2037 10/01 or equivalent. 30 days notice of cancellation or material modification will be provided to Dellbrook JK Scanlan.

--

"No insurance policy shall have a deductible.

Must provide the Additional Insured and Waiver of Subrogation Endorsement forms in addition to the certificate of insurance.

--

Must provide Notice of Cancellation endorsement in addition to the certificate of insurance.

"Should there be a need to increase coverage to meet the requirements indicated, please provide the premium cost increase so it can be evaluated to determine compliance.

"Waiver of Subrogation applies in favor of: Dellbrook Construction dba Dellbrook|JKS; RBC Community Investment LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500, Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061, and any other party as required by written contract.

More ...redundant information on auto at
Bottom of page 1 into page 2

Additional insured
Waiver of subrogation

And how we want both to read

No deductible

If need to increase coverage show us premium

Automobile Liability

'Additional Insured applies to Automobile.
'Waiver of Subrogation is required for Automobile.
'Automobile Liability is Primary and Non-contributory.
'Additional Insured Names: Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC
600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500, Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061, and any other party as required by written contract.,
"No insurance policy shall have a deductible.
"Should there be a need to increase coverage to meet the requirements indicated, please provide the premium cost increase so it can be evaluated to determine compliance.
"Waiver of Subrogation applies in favor of: Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC
600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500, Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061, and any other party as required by written contract.

Umbrella

AI applies
WOS required
primary and non-contributory
must follow form over CGL, BAP, EL
prescribed wording

Workers compensation

AI endorsement – **ON WHAT PLANET**
WOS endorsement – can do even in WCRIB
provide endorsements separate from
certificate

Umbrella Excess Liability

"Additional Insured applies to Umbrella.
"Waiver of Subrogation is required for Umbrella.
"Umbrella Liability is Primary and Non-contributory.
"Additional Insured Names: Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500, Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061, and any other party as required by written contract.
"No insurance policy shall have a deductible.
"Should there be a need to increase coverage to meet the requirements indicated, please provide the premium cost increase so it can be evaluated to determine compliance.
"Umbrella must extend over General Liability, Auto Liability, and Employer's Liability. Must Follow Form.
--
"Waiver of Subrogation applies in favor of: Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500, Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061, and any other party as required by written contract.

Workers Compensation

"No insurance policy shall have a deductible.
--
Must provide the Additional Insured and Waiver of Subrogation Endorsement forms in addition to the certificate of insurance.
--
Must provide Notice of Subrogation endorsement in addition to the certificate of insurance.
"Proprietor/Partner/Executive/Officer/Member must not be excluded.
"Waiver of Subrogation is required for Workers Comp.
"Should there be a need to increase coverage to meet the requirements indicated, please provide the premium cost increase so it can be evaluated to determine compliance.
"Waiver of Subrogation applies in favor of: Dellbrook Construction dba Dellbrook|JKS; RBC Community Investments, LLC, ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; RBC Community Investments Manager II, Inc. ISAOA, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Terrapin Ridge LLC 600 Superior Avenue, Suite 2300, Cleveland, OH 44114; Housing Partnership Fund, 160 Federal Street, Boston, MA 02110; Affordable Housing Trust Fund, One Beacon Street, Boston, MA 02108; Housing Innovations Trust Fund, 18 Tremont Street, Suite 500, Boston, MA 02108; Community Economic Development Assistance Corporation, 18 Tremont Street, Suite 500, Boston, MA 02108; Eastern Bank, ISAOA/ATIMA, PO Box 5462, Norwell, MA 02061, and any other party as required by written contract.

Leased equipment
Installation floater
Property Insurance
“broadest coverage form available – RC
(available for WHOM)

| Leased Equipment |
|--|
| "Installation Floater must be in the broadest coverage form available with replacement cost. -- [When Applicable] Must provide coverage for all material off-site or in transit with limits of \$1,000,000. -- |
| Installation Floater |
| "Installation Floater must be in the broadest coverage form available with replacement cost. -- [When Applicable] Must provide coverage for all material off-site or in transit with limits of \$1,000,000. -- |
| Property Insurance |
| "Installation Floater must be in the broadest coverage form available with replacement cost. -- [When Applicable] Must provide coverage for all material off-site or in transit with limits of \$1,000,000. -- "Should there be a need to increase coverage to meet the requirements indicated, please provide the premium cost increase so it can be evaluated to determine compliance. |

Honestly ...WHO WROTE THIS

I have been banging my head against the wall with this certificate holder Evaluation notice.

They will not accept our certificate of insurance, and we have provided them the insured's entire policy including the endorsements.

They not been any help when trying to ask them to clarify the problem.

Am I reading something wrong??

They declined the certificate stating it is being denied for the following:


General Liability insurance must indicate the insurance is primary and all others are non contributory.

I have provided them the endorsement that provide PNOC

Well..

I guess the better part of valor is to state on that ACORD 101 Add'l Remarks schedule

AGENCY CUSTOMER ID: _____
LOC #: _____

 **ADDITIONAL REMARKS SCHEDULE** Page ____ of ____

| | | |
|---------------|-----------|-----------------|
| AGENCY | | NAMED INSURED |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | |
| | | EFFECTIVE DATE: |

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

**You TYPE EXACTLY HOW THE
ENDORSEMENT READS in this section**

Per policy language
Primary and Noncontributory Insurance

The following is added to Paragraph H. Other Insurance of Section III – Common Policy Conditions and supersedes any provision to the contrary. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured

As one of my favorite instructors has said ...Bill Wilson, CPCU, etc. formerly IIABA VP technical affairs.

At some point ...one has to look at a good business practice ...and try not to do anything “illegal”.

In your case ...The policy IS primary and the endorsement language has made your insured's policy “noncontributory” also ...

not that that “non-contributory” is defined ...but ...

if it makes them happy - and doesn't violate MA law (which exact policy language should not)

YOU are NOT be illegal because you are NOT saying something that is not in the policy ...

The client who wants a certificate from my insured has some “addendums” they want included – should I...

or

Do you have further guidance/materials for agents regarding handling requests from compliance specialists demanding *specific* language be present on a COI?

It depends on what the “addendums” are ... of course

Remember ACORD:

ACORD 25 (2016/03) - Certificate of Liability Insurance

ACORD 25, Certificate of Liability Insurance, is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed on the certificate.

The purpose of the certificate is to provide information to an interested third party regarding insurance that is in force at the time of certificate issuance. Although many companies provide notice of cancellation to certificate holders, they are not obligated to do so unless such requirement is set forth in the policy itself directly or by endorsement to the policy.

If the receiver is trying to “alter” or amend the policy ...one should NOT type such information in that addendum ...perhaps With insured’s permission ...I think sending a copy of the policy would flabbergast them. They DON’T want to read it. The copy of the dec page with the endorsements is not a bad idea.

Also ...remember ...MA law

law reminds us that certificate is not a policy and can’t extend/alter or change policy

Can’t say something on COI not in policy – or require it to be said

Can’t say that contract has anything to do with policy

The screenshot displays the official website of the Commonwealth of Massachusetts, specifically the page for Chapter 493, Section 1, titled "AN ACT RELATIVE TO CERTIFICATES OF INSURANCE". The page is part of the "Session Law" section for the year 2014. The header includes the state seal and navigation links for various legislative topics. The main content area contains the text of the law, which defines terms like "Certificate of Insurance", "Commissioner", "Insurance producer", "Insurer", and "Person". It also outlines the responsibilities of the commissioner regarding the prohibition of certain certificate forms and the requirements for the content of insurance certificates. The text is presented in a clear, readable font with appropriate indentation for sections and subsections.

THE 189TH GENERAL COURT OF
THE COMMONWEALTH OF MASSACHUSETTS

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Massachusetts Laws

Massachusetts Constitution
General Laws
Session Laws
Rules

Session Law

Print Page

Acts

2014 Jump to: 2014

Chapter 493 AN ACT RELATIVE TO CERTIFICATES OF INSURANCE

PREV NEXT

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

The General Laws are hereby amended by inserting after chapter 175K the following chapter:-

Chapter 175L. CERTIFICATE OF INSURANCE

Section 1. As used in this chapter the following words shall have the following meanings, unless the context clearly requires otherwise:

"Certificate of Insurance", a document or instrument, regardless of how titled or described, that is prepared or issued by an insurer or insurance producer as evidence of property or casualty insurance coverage. The term shall not include a policy of insurance, insurance binder, policy endorsement or automobile insurance identification or information card.

"Commissioner", the commissioner of insurance.

"Insurance producer", a person required to be licensed under the laws of the commonwealth to sell, solicit or negotiate property casualty insurance.

"Insurer", any organization that issues property or casualty insurance.

"Person", any individual, partnership, corporation, association or other legal entity, including any government, governmental subdivision or agency.

Section 2. (a) The commissioner shall prohibit the use of a certificate form if the form:

(i) is unfair, misleading, deceptive or violates public policy; or (ii) violates any law or

(b) A certificate of insurance shall not be represented as nor construed to be a policy of insurance and may not affirmatively or negatively amend, extend or alter the coverage afforded by the policy to which the certificate of insurance makes reference. A certificate of insurance shall not confer to any person new or additional rights beyond what the referenced policy of insurance expressly provides.

Section 3. (a) No person shall: (i) knowingly prepare, issue, request or require the issuance of a certificate of insurance that contains any false or misleading information concerning the policy of insurance to which the certificate of insurance makes reference; or (ii) prepare, issue, request or require the issuance of a certificate of insurance that purports to affirmatively or negatively alter, amend or extend the coverage provided by the policy of insurance to which the certificate of insurance makes reference.

(b) A certificate of insurance may not warrant that the policy of insurance referenced in the certificate comply with the insurance or indemnification requirements of a contract and the inclusion of a contract number or description within a certificate of insurance may not be interpreted as doing so.

Fines for breaking law

material change and to any similar notice concerning a policy of insurance only if the person has such notice rights, under the terms of the policy of insurance or any endorsement to the policy. The terms and conditions of the notice shall be governed by the policy of insurance or endorsement and shall not be altered by a certificate of insurance.

Section 5. (a) This chapter shall apply to all certificates of insurance issued in connection with property, operations or risks located in the commonwealth regardless of where the policyholder, insurer, insurance producer or person requesting or requiring the issuance of a certificate of insurance is located.

(b) A certificate of insurance or any other document or correspondence prepared, issued, requested or required in violation of this chapter, as determined by the commissioner, shall be null and void.

Section 6. (a) The commissioner shall examine and investigate the activities of any person that the commissioner reasonably believes has been or is engaged in an act or practice prohibited by this chapter.

(b) The commissioner shall enforce this chapter and may issue orders to cease and desist and impose fines of up to \$500 per violation against any person who violates this chapter.

(c) The commissioner may promulgate rules and regulations as are necessary or proper to implement this chapter.

Approved, January 7, 2015.

**Letter to go
with COI issued
the RIGHT way**

**Along with law
Written by
Dan Foley, Esq
MAIA Legal
consultant**

Sample Letter of Response to Improper Certificate Requests

You have requested the issuance of a certificate of insurance form that is not approved for use in Massachusetts and our insurance agency is unfortunately unable to comply with your request. We have instead provided you with a lawful certificate that provides a courtesy summary of the referenced policy’s terms, limits and conditions.

As a result of legislative action that took effect on April 7, 2015, state law now strictly regulates the use of certificates of insurance and other insurance forms. Mass. General Laws, Chapter 175L prohibits the issuance of certificates that do not accurately reflect the terms of the referenced insurance policy. State law prohibits our business from issuing any certificate of insurance form or related document that:

- Purports to extend, alter or amend the coverage provided by the referenced insurance policy;
- Contains any false or misleading information concerning the referenced insurance policy; or
- Contains references to contracts, including construction or service contracts, other than the referenced contract of issuance.

The law also prohibits the alteration of certificate forms and prohibits any person, wherever located, from *requesting* a certificate of insurance that is not in compliance with the provisions of the law. The law applies to insurance on properties, operations or risks located in Massachusetts, regardless of where the certificate holder, policy holder, insurer, or insurance agent is located. Those who request the issuance of an improper certificate can be fined up to \$500 per violation.

Our business takes its legal obligations very seriously, and we appreciate your understanding of the limitations imposed on our agency by these statutory requirements. However, if you continue to request or demand the issuance of an insurance certificate that does not conform to the requirements of Massachusetts law or any other document that misrepresents the terms, limits, or conditions of an insurance policy, then we will be forced to report your actions to the Massachusetts Insurance Commissioner.

While we are barred from responding to your request in this instance, we encourage you to contact us if you have any questions about the certificate of insurance that you have been provided or any other matter. Thank you for your consideration.

The law talks about “certificates” ...not addendums ...so I asked
Dan Foley, Esq., MAIA’s Legal consultant

is an addendum to a certificate of insurance in violation of our law?

Dan’s response

The COI law in Massachusetts only addresses Certificates of Insurance. Addendums are not addressed in the law or the DOI’s Memo on COI’s. So, if an Addendum is requested, there is nothing illegal about it, but the information asked for and the questions to be answered cannot alter, extend or change the coverages that the insurance policy provides.

Irene’s suggestions are good ones as well. You have to be very careful in how you respond to an Addendum.

We are getting requests from large contractors to add language to certs explaining and confirming coverage.

We normally issue the certs and provide the actual coverage forms but are getting some blow back.

Do you have some specific material about this we could forward to our insured, who is an atty and understands the issue, but wants some ammunition to fight back the request

What do they want ... a book?

A certificate is a shot in time – a picture ...

and *it is not designed to amend the policy.*

ACORD states:

ACORD 25 (2016/03) - Certificate of Liability Insurance

ACORD 25, Certificate of Liability Insurance, is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed on the certificate.

The purpose of the certificate is to provide information to an interested third party regarding insurance that is in force at the time of certificate issuance. Although many companies provide notice of cancellation to certificate holders, they are not obligated to do so unless such requirement is set forth in the policy itself directly or by endorsement to the policy.

Remember, in MA ...

it's against the law to state anything on the certificate that is not in the policy...

(b) A certificate of insurance shall not be represented as nor construed to be a policy of insurance and may not affirmatively or negatively amend, extend or alter the coverage afforded by the policy to which the certificate of insurance makes reference. A certificate of insurance shall not confer to any person new or additional rights beyond what the referenced policy of insurance expressly provides.

**Since your insured is a lawyer ...
sending a copy of the law with the sample letter can give
him/her some fodder for argument**

Section 3. (a) No person shall: (i) knowingly prepare, issue, request or require the issuance of a certificate of insurance that contains any false or misleading information concerning the policy of insurance to which the certificate of insurance makes reference; or (ii) prepare, issue, request or require the issuance of a certificate of insurance that purports to affirmatively or negatively alter, amend or extend the coverage provided by the policy of insurance to which the certificate of insurance makes reference.

**Anything “explaining coverage” on the certificate WILL be used
against you ... and it’s against the law ...
Send policy ... or if company has a brochure ...send that**

I just received an email from one of my customers.

They received an email from one of their customers that indicated they needed to see copies of all of my insured's policies, since certificates of insurance were no longer considered proof of coverage in the Commonwealth of MA.

This is the first I have heard of this - can anyone shed some light on this for me?

Thank you so much for your time!

Life never ceases to amaze me.

Massachusetts hasn't done anything "new" to the certificate since the original law.

A certificate is AND has always BEEN a "worthless piece of paper" ...

unless an agents puts stuff on it that they shouldn't

Ask your client's permission before you send the policies –

I'd rather them have the policy to read then to demand that I type information on the certificate that is “contrary” to policy language ...which is illegal and unwise.

Some receivers are asking for addendums with dangerous information.

Perhaps that certificate receiver has an “insurance professional” on staff ... and they will be able to tell if the entities they hire have the insurance that they want them to have

Agent responded:

The insured forwarded their customer's email to be, he specifically states:

The Association requires proof of your firm's insurance in the form of a Declaration Page, not a Certificate of Insurance (which are no longer considered proof of insurance in Massachusetts).

The insurance requirements and Additional Insured requests were actually standard, there was nothing out of the ordinary there. Except for his statement above. Hahaha.

HMMMM

So, they want the Dec page not the policy language ...

**I guess that will tell them ALL the endorsements that the policy has ...
and if they know what to look for, they will know if exclusionary
endorsements that they DON'T want the independent contractor to
have are on the policy**

Can a certificate of insurance be issued for a personal auto? The insured is using his truck to plow for the town. The town is requesting the certificate. The insurance Company says we can not issue a cert on a personal auto.

Well now ... since you've already been told "no" ... not much I can say.

HOWEVER,

There is no AIB or MAIP rule that you can't ...I have no idea if that particular Insurance company put such a statement in their manual

But – unfortunately you asked the company ...the company has said no ...so ... I don't know what to tell you.

Other than...call back and ask "where in their manual" it says this

I know that the ISO PAP manual does not discuss the issuance of a COI

But then ...neither does the commercial lines manual

A certificate that just states the insured has insurance coverage makes no promises.

The Town does NOT become an insured under a MAP ... and under the 2016 MAP there is an EXCLUSION for contractual assumption of liability under Part 5

6. For liability assumed under any other contract or agreement.

Which is BAD news as your insured probably signed a contract and assumed responsibility on behalf of the town.

At least the national PAP makes the town an insured under liability and does NOT have a contractual assumption exclusion

B. "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.



Neither the MAP, PAP nor BAP will issue any kind of a cancellation notice to the town should the policy be up for cancellation

And remember ...

Whether MAP/PAP or the Bap the insured still needs a CGL for completed operations (and needs the snowplow endorsement to remove the auto exclusion for completed operations on the CGL)

My Insured is leasing pod to put contents in while doing some renovations on his home.

The pod owner wants a GL policy and certificate of insurance – can't I use the HO policy on the certificate?

Well ...

I would “expect” that this organization usually rents to businesses and not individuals ...

There is no mention of coverage for damage TO the pod ...which the CGL policy would NOT do

Property coverage COULD apply to a pod on the insured’s premises ...

Whether the CGL or the HO liability the insured can find coverage for BI/PD to others arising out of the pod

Respond to assumption of responsibility of pod

b. Contractual Liability **2004/2013 CGL**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2000/2011 HO (91 similar)

F. Coverage E – Personal Liability

Coverage **E** does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D. Loss Assessment** under Section II – Additional Coverages;
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";
unless excluded in **a.** above or elsewhere in this policy;

Coverage for contractual assumption is found in an exception to an exclusion

HO requires written contract

With the CGL the pod owner CAN be made an additional insured


There is no endorsement to make the pod owner an insured under the HO policy ... is that the issue?

Even with CGL ...the pod owner is NOT getting a cancellation notice if policy up for cancellationeven if MADE an insured!!!!

My suggestion ...find another pod company

Can show HO policy
Policy number
Limits ...here





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

INSURED

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A :
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY | | | | | EACH OCCURRENCE |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | | | | | \$ |
| | | | | | | MED EXP (Any one person) |
| | | | | | | \$ |
| | | | | | | PERSONAL & ADV INJURY |
| | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE |
| | POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | \$ |
| | OTHER: | | | | | PRODUCTS - COMP/OP AGG |
| | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) |
| | <input type="checkbox"/> ANY AUTO | | | | | \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per person) |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | \$ |
| | | | | | | BODILY INJURY (Per accident) |
| | | | | | | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) |
| | | | | | | \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | EACH OCCURRENCE |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | \$ |
| | DED | RETENTION \$ | | | | AGGREGATE |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input type="checkbox"/> N | | | | E.L. EACH ACCIDENT |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT |
| | | | | | | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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A state agency is demanding an insured provide them with a COI by 1/6/2022 certifying policies that do not even renew until 1/20/2022.

If insured fails to provide the COI before 1/6/2022 they will be placed on a “new work hold” and fined daily until the COI is provided.

While I’m 99.999% confident the policy will be renewed, is there anything problematic about issuing a COI certifying insurance be in place at a future date?

It seems to me that certifying something based on what technically amounts to an expectancy might be problematic insofar as the laws relating to COIs might be concerned. Thoughts?

I'd really like to do the right thing here, but I really don't want to get into a bad situation. I have a good relationship with this client and I have zero concern that if I were to issue a COI by 1/6 the client will NOT cancel their policy in the intervening days, but again, the idea makes my stomach churn as the COI would technically be certifying something that hasn't happened yet.

My reading of the 2015 law suggests this would be a problem unless I'm missing something.

I honestly wouldn't have even reached out but for the fact that the company has threatened to both suspend work and to fine our client (in writing) if they do not deliver the COI before 1/6 (for the 1/22 renewal).

Well the GOOD news ... is that in MA – a company has to give 45 days non-renewal notice - per MA amendatory endorsement

B.10 Renewal

If we decide not to renew this policy or any of its coverages, we must mail our notice to your agent or to you at your last address shown on the Declarations at least 45 days before your policy runs out. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

You said the policy is renewing 1/22/22 and you need to issue the certificate by 1/6/22

At the end of the policy period there are only a few reasons that carrier can legally cancel policy ... and would they bother at this late date even if one of the reasons existed?

Cancellation

You can cancel all or any part of the insurance at any time by giving us or your agent at least 20 days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

We are better off in MA than in other states regarding auto ... as legal notice of non-renewal is required

And

IF insured doesn't pay renewal premium ...there is no "flat cancel" ...they MUST legally cancel the policy with a certificate of mailing

If we are talking the CGL ... that could be different ...

But – good news ...the ISO CGL – for decades and editions has a condition stating:

When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

30 days notice ...will STILL be helpful in YOUR situation ... doesn't have to be sent certificate of mailing ...but as an agent YOU are party to the demise of the policy

In your particular case ... it appears the company is renewing since they don't have 30 days!

If it were a bit longer away and the demand for a COI on the RENWEAL policy is required

The IIABA certificate of insurance webinar ...that I listened to ..twice ...did address this issue

Chris Boggs, CPCU, etc., Executive Director IIABA suggested that you could issue the COI ...with the renewal dates ...of course

AND ...if the insured chose to renew elsewhere ...which COULD HAPPEN IN YOUR SITUATION HERE ...who knows ...

Then this should be an agency procedure where the agent notifies the COI holder that the COI on that particular client is not valid as that client choose to renew coverage elsewhere that they are no longer insured by you

What if the contract requires a lower limit than the insured carries ...

should I only list the contract limit or the exact policy limit?

ALWAYS tell the truth ...

if the insured has made the certificate holder an “insured” then

the full policy limit is available ...

Contract vs. Policy Limits

- Insured has a \$5M policy limit and the contract only requires \$1M, so he only wants the certificate to show \$1M so he doesn't reveal his full limit

ACORD instructions state

Enter limit: The general liability, each occurrence limit amount. Any questions about appropriate limits or applicable policy coverage(s) should be answered by the issuing insurer(s). As used here, the limit should be listed as a whole dollar amount, as found on the policy declarations page.

**What if the contract requires a lower limit than the insured carries ...
should I only list the contract limit or the exact policy limit?**

**if your insured has merely held the certificate holder “harmless”
then it cannot get more than contract required
If they are an additional insured ...oh well**

Contract vs. Policy Limits

It is misrepresentation to state otherwise

Current ISO CGL AI endorsements will allow more than contract limit

2013 CGL endorsement will do what client wants ... restrict coverage limit to what requested in contract

**If the project is ongoing ...
could a new certificate be required each year?
What limits would you then tell?**

ALWAYS the current policy limits ...

**we do not have to worry about any aggregate
being used..per the disclaimer**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Should I send COI to insurance company?

**Should we send certificates to
insurance companies ...**

**we are told that they don't want
us to**

Send them whether they are wanted or not

Marlin v. Wetzel (WV Sup. Ct., 2002)

Erie v. NGM (NY trial court, 2009)

Virtual University seminar suggested:

Scan and send/upload with statement:

“Our internal procedures and our legal counsel require that a copy of all certificates be sent to our carriers.”

And ...make it a normal business procedure

My insured wants a blank certificate...

My insured wants a blank certificate to keep in his truck for when he “bids on a job” ...he can show that he has insurance

Should I do this?

My insured wants a blank certificate...

ABSOLUTELY
POSITIVELY
NOT!!!!

What if policy gets
cancelled ...and
they still have a
“blank” certificate
to show

You will be HAPPY
to issue a
certificate the DAY
the client wants
one ...right!!!!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|----------|-------------------------------|----------------|
| PRODUCER | CONTACT NAME | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL | |
| | ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED | INSURER A : | NAIC # |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | | | | | | MED EXP (Any one person) \$ |
| | | | | | | PERSONAL & ADV INJURY \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC | | | | | PRODUCTS - COMP/OP AGG \$ |
| | OTHER: | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | <input type="checkbox"/> Y / N | N / A | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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| CERTIFICATE HOLDER | CANCELLATION |
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| | AUTHORIZED REPRESENTATIVE |

Thank you for attending...



**They want what?
Certificate of Insurance issues**

If you have any questions, please email
imorrill@massagent.com