

PLEASE REFER TO THE SAMPLE CERTIFICATE OF INSURANCE ON PAGE 40.

1. A certificate of insurance is a “snapshot” of the coverages provided at the time the certificate is issued. Only the policy forms and endorsements confer coverage.
2. Additional insured and waiver of subrogation are common construction contract insurance requirements. The policy must be reviewed by your insurance agent to be sure the proper endorsements are attached.

3. PRODUCER

Insurance term for the insurance agent who sold the insurance policy.

4. AGENT CONTACT INFORMATION

Producer/agent contact information.

5. INSURER(S) AFFORDING COVERAGE

Indicates which insurance company is providing coverage. It is possible to have a different insurance company for each type of coverage listed.

6. INSURED

The person or organization who purchased the insurance and has the policy in their name.

7. COMMERCIAL GENERAL LIABILITY

- a. A type of insurance that pays for damages arising out of the insured’s premises, operations, products and completed operations, as well as personal injury or an injury brought about by a business advertising its goods or services.
- b. The coverage provided by Acuity is an “occurrence”- type policy, which means that the policy responds to accidental events that occur during the policy period regardless of when the claim is made.
- c. Various limits determine the most we will pay for a loss. They include:
 - i. Each Occurrence. The most we will pay in the event of one occurrence for bodily injury and property damage that arise out of ongoing operations by our insured.
 - ii. Damage to Rented Premises. The most we will pay for damage to a premises rented to the insured.
 - iii. Personal and Advertising Injury. The most we will pay for a personal injury or advertising injury offense.
 - iv. Products - Completed Operations Aggregate. The most we will pay for the sum of all damages arising out of a product or an operation that has been completed by our insured.
 - v. General Aggregate. The most we will pay for the sum of all medical expenses, bodily injury, and property damage that arise out of premises liability or ongoing operations by our insured, as well as personal and advertising injury.
 - vi. Medical Expense. The most we will pay for medical expenses because of bodily injury sustained by any one person, even if the insured is not at fault.

8. AUTO LIABILITY

- a. The limits are typically shown as combined single limit, which means that all bodily injury and property damage are subject to that limit. It is also possible to have a limit for bodily injury per person, a maximum bodily injury limit per accident, and a property damage limit per accident.
- b. Although “any auto” is a popular coverage selection, a combination of all owned, hired, and non-owned autos provides equivalent coverage.

9. EXCESS LIABILITY (Higher Liability Limits)

- a. This coverage pays above (or excess of) general liability, auto liability, and employers’ liability coverages.
- b. Excess liability is provided using an “occurrence” coverage trigger.
- c. Coverage extends over the underlying coverages’ each occurrence and aggregate limits.

10. WORKERS’ COMPENSATION

- a. Workers’ compensation includes employers’ liability coverage.
- b. Typical employers’ liability limits are:
 - i. \$100,000 per occurrence for bodily injury by accident,
 - ii. \$100,000 per employee for bodily injury by disease, and
 - iii. \$500,000 policy limit for bodily injury by disease.
- c. Statutory minimum limits vary by state.
- d. Increased limits may be purchased.

11. LIST OTHER LIABILITY COVERAGES HERE

Other liability insurance often includes professional liability.

12. DESCRIPTION

- a. Special instructions or terms of coverage, such as identification of the project, reference to a job number, or other identification of the operations with respect to which the certificate provides evidence of coverage.
- b. Exclusions added by endorsement or waivers of subrogation may also be listed.
- c. Individuals or corporations that are required to have additional insured status are usually identified in this box as well. If a contract specifies a particular additional insured form be used, it should also be identified when referencing the additional insured.
- d. This is an example of how these may be shown.

13. CERTIFICATE HOLDER

The person or organization that requested the snapshot of insurance coverage.

14. CANCELLATION

If a notice of cancellation is required, Acuity will attach endorsement IL-7002 to provide that notice (other than non-payment of premium).



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:	
Acuity Agent	PHONE (A/C, No. Ext): 920-555-0000	
1500 Main Street	FAX (A/C, No):	
Sheboygan, WI 53081	E-MAIL ADDRESS: ANNE.AGENT@EMAIL.COM	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Super Subcontractors	INSURER A: Acuity, A Mutual Insurance Company	14184
1600 Main Street	INSURER B:	
Sheboygan, WI 53081	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
7	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	123456789	03/01/2016	03/01/2017	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
8	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS			123456789	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
9	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			123456789	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
10	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	123456789	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
11							

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

Project: General Contracting, Job No. 1151
General Contracting, Inc, Construction Management, Inc, Owner's Representative, LLC, and New Apartment Building, Ltd are added as an Additional Insured for general liability and excess liability coverage.
Additional Insured provided by ISO form CG-2010(7-04) and CG-2037(7-04)
Primary and noncontributory requirement met using ISO form CG-2001(4-13)

CERTIFICATE HOLDER	CANCELLATION
General Contracting, Inc 111 Corporate Drive Any City, WI 50000	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

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CERTIFICATE OF INSURANCE BEST PRACTICES

When hiring subcontractors and collecting certificates, here are some points to consider:

- Be sure the policy period for subcontractors' certificates cover your entire policy period.
- Many contracts require subcontractors to maintain the coverage needed for the contract for a specific period following the completion of the project. If your contract with your sub has such a clause, be sure that you continue to collect certificates that provide evidence of coverage for the entire time it is contractually required.
- Your subcontractors' certificates of insurance showing adequate limits and coverage ensure that your subs are counted as subs at audit, instead of as employees in a higher-rated class.

Each certificate should show the following:

LIMITS

- The subcontractor's liability limits should be the same as yours or higher.
- If your subcontractor's limits are lower than yours, and there is a claim that exceeds their limits, your policy could contribute to paying any covered claim.

ENDORSEMENTS & COVERAGE

Contractor's Additional Insured Endorsements should cover both *ongoing* and *completed* operations and have an endorsement or policy language that their policy will be primary over yours and your policy does not contribute (commonly known as "primary and non-contributory language").

- Accidents happen while construction is ongoing—that's why you need to be additional insured for ongoing operations.
- Accidents happen after construction is completed—that's why you need to be additional insured for completed operations.
- Primary and non-contributory: If there is a claim where both you and the subcontractor are named, and you are an additional insured on their policy, then their policy is the primary one to respond and pay until limits are exhausted. Non-contributory means your policy would not contribute to a loss payment (unless their policy limits are exhausted).

Waiver of Subrogation Endorsement

In many states, a waiver of subrogation endorsement means that an insurance company agrees not to seek reimbursement from you or your insurance policy for any loss payment they make, which protects your policy limits and loss ratio. Some states prevent subrogation by law. For states where subrogation is not prohibited by law, request a waiver of subrogation endorsement from your subcontractor on each policy.

"Per Project" and "Per Location" Aggregate Limits

These clauses change the application of the GL aggregate limit from a policy aggregate (i.e., the most that would be paid during the policy term) to a project or location aggregate (i.e., each project/location worked on during the policy period has a separate aggregate limit).

Workers' Compensation Insurance

If the subcontractor does not carry work comp, you could be liable for any injury suffered by the subcontractor and/or their employees while working for your project.

30-Day Notice of Cancellation Endorsement

- Most carriers will do this, but reserve the right to cancel in 10 days for non-payment of premium.
- Should you receive a cancellation notice from a subcontractor's carrier, you must be sure that the notice is rescinded (i.e., coverage does not cancel) or stop the subcontractor from working on your job site until coverage is back in force.



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