Introduction to Certificates of Insurance

BOMA OEB

October 18, 2023

* Disclaimer...(it is insurance after all)

This is an overview and not a substitute for legal advice.

Always reference your company's legal and risk management policies.

Agenda

- Introduction
- Definitions
- What is the COI- Tenant
- What is the COI- Vendor
- Questions

Demystifying the Jargon



The COI

 A written verification showing all of the terms of the insurance (ACORD Form: Agency Company Organization for Research and Development)

"This certificate is issued as a matter of information only and confers <u>no</u> rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below."

Acord Forms

- ACORD 24 Certificate of Property Insurance
- ACORD 25 Certificate of Liability Insurance
- ACORD 27 Evidence of Property Insurance
- ACORD 28 Evidence of Commercial Property Insurance

Acord 27

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Primary and Noncontributory

This means that the tenant's or contractor's policy must pay <u>before</u> other applicable policies (primary) and without seeking contribution from other policies that also claim to be primary (noncontributory).

Primary and Noncontributory - Scenario

- A Property Manger hires a landscaper contractor to install new trees.
 During the installation- the crew left tools and debris spread out.
- When going to lunch, a passer-by trips on the debris and breaks their two front teeth upon hitting the floor. The injury requires a costly cosmetic dental procedure. The person sues the landscaping firm and the Property Manager for damages incurred.
- Assuming the agreement between the landscaping firm and the Property Manager included an additional insured endorsement, the Property Manager will seek coverage under the landscaper contractor's policy.

Primary and Noncontributory - Scenario

Primary Language

- In this situation, the landscaper contractor is the *primary insurer* and, therefore, is responsible for responding to the claim first.
- The degree of their responsibility and carrier's limits will be determined by whether or not non-contributory language is present in the endorsement.

Non-Contributory Language

• If the endorsement includes *non-contributory language*, the landscaper contractor would *not be able to look to the Property Manager* to contribute to the claim if its costs exceed the limits of their insurance policy.

Primary and Noncontributory - Scenario

• For example, if the passer-by sues for \$1,00,000 in damages, but the landscape contractor has a policy limit of \$500,000, the landscape contractor would pay the maximum (\$500,000) through its insurance, and the remaining balance through other means such as other policies or out-of-pocket payments.

Subrogation

Occurs when an insurance company which pays its insured client for injuries and losses then sues the party which the injured person contends caused the damages

Subrogation in Real Life!

- Betty Smith is an attorney at a law firm located at in your building. On her lunch break she slips and falls in the lobby.
- She requires medical treatments and is off work for one month. Her \$150,000 in medical expenses and lost wages are covered by her firm's Worker's Comp policy.
- The law firm's Worker's Comp carrier sues the building owner to recover their loses on the premise as they allege the owner was negligent in the operation of the lobby.

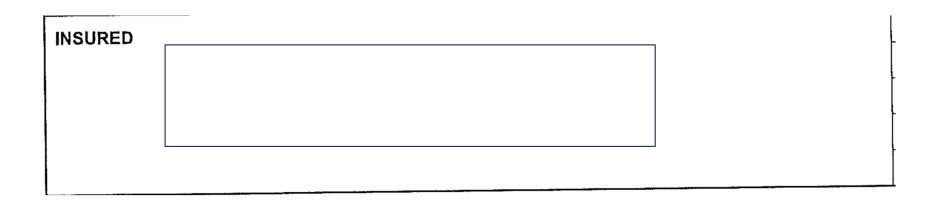
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• Tenant Entity



- Insured
- Insurers

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Insurers

- NAIC- National Association of Insurance Commissioners
 - The NAIC number is used to verify the company's financial data, check fraud cases, and close and open complaints against the company in the past.
- Different companies underwrite different policies

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Travelers Property Casualty Company of America	25674
INSURER B: The Travelers Indemnity Company of Connecticut	25682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

- Insured
- Insurers
- General Liability
 - Occurrence
 - Aggregate

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CORD 25 (2016/03)

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General Liability Lease Language

10.3.1 Commercial General Liability Insurance on an occurrence form covering claims arising out of Tenant's operations, including (i) property/operations liability; (ii) host liquor liability, (iii) products/completed operations liability; (iv) personal and advertising injury liability; (v) independent contractors liability; and (vi) broad form contractual liability, for limits of liability on a per location basis of not less than the amounts shown below (which limits may be met with a combination of General Liability and Umbrella policies):

Bodily Injury and \$2,000,000 each occurrence Property Damage Liability \$4,000,000 annual aggregate

Personal Injury Liability \$2,000,000 each occurrence

\$4,000,000 annual aggregate

Products & Completed Operations \$4,000,000 annual aggregate

INSR		TYPE OF INSURANCE		SUBR	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
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		CLAIMS-MADE X OCCUR	X		7/17/2023	7/17/2024	PREMISES (Ea occurrence)	\$	5,000
	Х	Deductible - \$0					MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	2,000,000
							GENERAL AGGREGATE	\$	4,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:				1		•	4,000,000
		POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:					PROJECT AND LOC	\$	4,000,000
	_	OTHER.	+	+	T				

General Liability

- General Liability is third-party insurance. It covers damage the insured <u>causes to</u> <u>the property of others</u>. In particular there are two coverage parts that relate to property damage:
 - The Each Occurrence and General Aggregate limits cover most forms of property damage the tenant or vendor may cause to the landlord's property, excluding fire.
 - The Damage to Rented Premises limit would cover fire damage to the landlord's property caused by a tenant's negligence.
- But it doesn't cover the Tenant's improvements, betterments, fixtures, furnitures, tools, machinery and other personal property kept on premises.

- Insured
- Insurers
- General Liability
 - Occurrence
 - Aggregate
- Automobile Liability

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

ACORD 25 (2016/03)

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Automobile Liability

10.3.4 <u>Automobile Liability Insurance</u> covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, or non-owned. Tenant shall maintain insurance with a combined single limit for bodily injury and property damage of not less than the equivalent of One Million Dollars (\$1,000,000.00) each accident. Such insurance shall insure Tenant and its agents against any and all claims for bodily injury, including death resulting there from, and damage to the property of others caused by accident and arising from Tenant's operations at the Project whether such operations are performed by Tenant, Tenant's agents, or by any one directly or indirectly employed by any of them.

		OTHER:				FROJECT AND LOC	\$ -,00.	0,000
\vdash	В	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	0,000
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		OWNED AUTOS ONLY AUTOS				BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
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- Insured
- Insurers
- General Liability
 - Occurrence
 - Aggregate
- Automobile Liability
- Umbrella Liability

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(e)e) must have ADDITIONAL INSURED provisions or be endorsed the SUBROGATION IS WANCE, bubble to the terms and conditions of the policy, certain policies may require an endorsement. A statement or this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **BURRER 1:** **BURRER 5:** **BURRER 6:** **BURRER 7:** **BURRER 8:** **BURRER 6:** **BURRER 7:** **BURRER 8:** **BURRER 6:** **BURRER 7:** **BURRER 7:	BI	HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AI	IVEL URA ND T	Y OF NCE HE C	R NEGATIVELY AMEND, E DOES NOT CONSTITUTE ERTIFICATE HOLDER.	A CONTRACT	TER THE CO	VERAGE AFFO THE ISSUING IN	RDED E	SY THE	POLICIES THORIZED
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Umbrella Liability

10.3.5 Umbrella Liability Insurance providing excess liability coverage with respect to the commercial general liability, liquor liability, automobile liability and employers liability policies described above with limits of at least Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate and products/completed operations aggregate. Such insurance shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.

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- Insured
- Insurers
- General Liability
 - Occurrence
 - Aggregate
- Automobile Liability
- Umbrella Liability
- Workers Comp

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	AND EMPLOYERS' LIABILITY						STATUTE ER	s	
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Workers Comp

10.3.3 Statutory Worker's Compensation and Employer's Liability coverage with limits of One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee and policy limit for bodily injury by disease.

	DED RETENTION \$					S S S S S S S S S S	-
С	WORKERS COMPENSATION					X PER STATUTE OTH-ER	222
	AND EMPLOYERS' LIABILITY Y/N		,	1/10/2023	1/10/2024	E.L. EACH ACCIDENT \$ 1,000,	000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,	
	If yes, describe under DESCRIPTION OF OPERATIONS below		U7024 24722			E.L. DISEASE - POLICY LIMIT \$ 1,000,	,000

- Insured
- Insurers
- General Liability
 - Occurrence
 - Aggregate
- Automobile Liability
- Umbrella Liability
- Workers Comp
- Additional Comments

CORD® C	ERI	TIFICATE OF LIA	BILI'	TY INS	URANC	E [DATE	MM/DD/YYYY)
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			ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.		

Additional Remarks

10.4 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall be on an occurrence basis (i) be issued to Tenant as the first named insured and except for worker's compensation insurance) name Landlord, Landlord Parties and other individuals of entities with an interest in the Premises as may from time to time be requested by Landlord) as additional insureds, including Landlord's managing agent, if any; (ii) include a waiver subrogation in favor of Landlord and additional insured entities or persons which could arise by reason of any payment under such policy or by reason of any act or omission of Landlord or the additional insured entities or persons; (iii) be issued by an insurance company rated by AM Best Company as having a financial strength rating of "A-" or better and a financial size category of "VIII" or greater or otherwise satisfactory to Landlord and permitted to do business in the State of California; (iv) include a provision that such policy and the coverage evidenced thereby shall be primary and noncontributory insurance as to all claims thereunder and provide that any insurance carried by Landlord, Landlord Parties and other additional insureds is excess and is noncontributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; (vi) a provision (in endorsement form if requested by Landlord) that the insurer or the insured will not cancel or change the coverage provided by such policy without giving at least thirty (30) days' prior written notice to Landlord, and (vii) a severability of interest clause or endorsement. Tenant shall deliver said certificates of insurance on a Certificate of

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deductibles for each policy | General Liability-\$0 | Auto Liability-\$0 | Umbrella Liability-\$0 | Workers Compensation-\$0 | Professional Liability-\$10,000
*Umbrella goes over the following policies only:

RE:

LLC are Additional Insured with regard to the General Liability policy, when required by written contract, per the attached endorsement form CGD381 09/15.

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- **b.** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

POLICY NUMBER POLICY PERIOD: 7/17/2023 TO 7/17/2024 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree In a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary of other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

Page 1 of 2

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2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

POLICY NUMBER: 680-3N941028-23-47 POLICY PERIOD: 7/17/2023 TO 7/17/2024 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III -Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "productscompleted operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

The following is added to Paragraph 8., Transfer
Of Rights Of Recovery Against Others To Us,
of SECTION IV – COMMERCIAL GENERAL
LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- **a.** After you have signed that written contract;
- **b.** While that part of the written contract is in effect; and
- **c.** Before the end of the policy period.

- Insured
- Insurers
- General Liability
 - Occurrence
 - Aggregate
- Automobile Liability
- Umbrella Liability
- Workers Comp
- Additional Comments
- Certificate Holder

CENTIFICATE DOES NOT AFRIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY DISTORTINE 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 end. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statem this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER PRODUCER REPORTANT: If the certificate holder in lieu of such endorsement(s). PRODUCER PRODUCER PRODUCER REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY P INDICATED. NOTIFITY SANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH INDICATED. NOTIFITY SANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH INDICATED. NOTIFITY SANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH INDICATED. CONTRACT OR STUDY FOLIAGE. BUTTERS BUTT	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ries) must have ADDITIONAL INSURED provisions or be end; if SUBROGATION IS WAINVES subject to the terms and conditions of the policy; certain policies may require an endorsement. A statement is useful to the certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Conference Conf
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Vendor COI

- General Liability
 - Occurrence
 - Aggregate

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ACORD 25 (2016/03)

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General Liability Contract Language

(A) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, Two Million U.S. Dollars (USD \$2,000,000) each person or organization for personal and advertising injury, Two Million U.S. Dollars (USD \$2,000,000) general aggregate, and Two Million U.S. Dollars (USD \$2,000,000) products completed operations aggregate covering: (i) property/operations liability; (ii) products/completed operations liability; (iii) personal and advertising injury liability; (iv) independent contractors liability; and (v) broad form contractual liability. Such policy of insurance shall (vi) be primary and non-contributory to any insurance or self-insurance maintained by the Owner with respect to Contractor's operations; (vii) be endorsed to add the following entities (and any individuals or entities with an interest in the Property as may from time to time be requested by Owner) as additional insureds on such form as is acceptable to Owner:



and (viii) extend completed operations coverage, for at least six (6) years after acceptance of the Contractor's work either through policies in force or through an extended reporting period endorsement for products/completed operations liability.

General Liability

INSF	2	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
A	X	\$1,000,000 SIR	Y					MED EXP (Any one person)	\$ Excluded
	X	XCU		Y		11/01/2022	11/01/2023	PERSONAL & ADV INJURY	\$ 2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 6,000,000
	×	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$

General Liability

AGENCY	20		NAMED INSURED	
POLICY NUMBER			-	
See Page 1				
CARRIER		AIC CODE	1	
See Page 1			EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS		(30)		
THIS ADDITIONAL REMARKS FORM IS A	SCHEDULE TO ACOR	D FORM.		
FORM NUMBER:25 FORM TITE	E: Certificate of I	Liability	Insurance	
Worksite Location (1)				
Description of Job: Janitorial S	ervice			
Liability and Automobile Liabili required by the written contract to any other insurance available Additional Insured shall be exce Additional Insured as respects 6 (Umbrella follows form) as requi of General Liability, Auto Liabil Coverage for Contractual Liabilii	to time be reques ty (Umbrella follo or agreement with to said insured c ss to and non-cont eneral Liability, red by written con lity and Employers ty and Independent	ted by Ow ws Form) said Add covering t ributing Automobil tract wit Liabilit	mer) are included as Add as required by written or citional Insured, this in the same loss. Such other to this insurance. Waive Liability and Workers the the Named Insured. Umb. y Pplicies.	r of subrogation applies in favor of Compensation, where allowed by law, rella/Excess policy applies excess
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ADDITIONAL REMARKS SCHEDULE

ACORD 101 (2008/01)

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Page 2 of 3

Vendor COI

- General Liability
 - Occurrence
 - Aggregate
- Automobile Liability

ERCENTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES RELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONTRACT BETWEEN THE ISSUING INSURERIS), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: 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 or this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). RODUCER REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER. INSURER IS INSURERIS, AFFORDING COVERAGE. INSURER IS INSURERIS, AFFORDING COVERAGE. INSURER IS INSURERIS. INSURER IS INSURERIS. INSURER IS INSURED AND THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED MAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN ISSUED TO THE INSURED MAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAD CLAIMS. INSURERIS. INSURER	BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of this certificate does not confer rights to the certificate holder in lieu of a OUMLING OF THE CONTROL OF	PHONE OF AN ADDRESS OF ADDRESS OF AN ADDRESS OF ADDR	CONTRACT I ies) must have cy, certain pr dorsement(s ies) must have dorsement(s ies) ies ies ies ies ies ies i	we ADDITION olicies may :).	HE ISSUING INSURER; IAL INSURED provision require an endorsement FAX IAC IAC	(S), AUT	endorsed.
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ACORD 25 (2016/03)

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Automobile Liability Contract Language

Automobile Liability Insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, and non-owned. Contractor shall maintain insurance with a combined single limit for bodily injury and property damage of not less than the equivalent of One Million Dollars (\$1,000,000) per accident. Contractor and/or Subcontractor's insurance shall be endorsed to add the entities listed in (A) above as an additional insureds on such form as is acceptable to Owner.

	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
A	X OWNED SCHEDULED AUTOS	Y	Y	11/01/2022	11/01/2023	BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$

Vendor COI

- General Liability
 - Occurrence
 - Aggregate
- Automobile Liability
- Umbrella Liability

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if yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO		s
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Umbrella Liability Contract Language

<u>Umbrella/Excess Liability</u> Insurance consisting of one or more policies with limits of not less than Ten Million Dollars (\$10,000,000) each occurrence for bodily injury and property damage, and Ten Million Dollars (\$10,000,000) general aggregate and products and completed operations aggregate. Policies shall be excess to the primary commercial general liability, employers liability and business automobile liability coverage and shall be written as follow form or alternatively with a form that provides coverage that is at least as broad as the primary insurance policies.

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Vendor COI

- General Liability
 - Occurrence
 - Aggregate
- Automobile Liability
- Umbrella Liability
- Workers Comp

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If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
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ACORD 25 (2016/03)

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Workers Comp Contract Language

Workers Compensation Insurance covering statutory benefits in all states where operations are to be performed under this agreement. Such policy shall include an employers liability coverage part with limits that shall be not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee and policy limit for bodily injury by accident.

	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N				X PER STATUTE OTH-	
С	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No (Mandatory in NH)		Y	11/01/2022	11/01/2023	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00 \$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,00

Workers Comp Contract Language

Workers' Compensation and	Employers' Liability Policy
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	Endorsement Number							
	Policy Number							
	Symbol: WLR Number: C50677							
Policy Period	Effective Date of Endorsement							
11-01-2022 TO 11-01-2023	11-01-2022							
Issued By (Name of Insurance Company)								
Insert the policy number. The remainder of the information is to I	be completed only when this endorsement is issued subsequent to the preparation of the policy.							

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

- (E) Property Insurance providing coverage for property in which Contractor/Subcontractor retains the risk of loss including their own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, or any other property owned or leased by Contractor/Subcontractor. If Contractor/Subcontractor chooses to self-insure any of the property described under this Section, it is agreed that Contractor/Subcontractor shall hold Owner harmless for any loss or damage to that property.
- (F) <u>Professional Liability</u> if applicable, for errors and/or omissions for each consultant and Contractor/Subcontractor who is providing professional services on the Property.
- (G) <u>Pollution Liability</u> If Contractor/Subcontractor is handling known or suspected toxic or hazardous substances the minimum limit required is \$1,000,000 per occurrence and aggregate.
- (H) Crime Insurance coverage on a blanket basis covering Contractor and all those of its employees who have access to or are responsible for the handling of Manager's or Owner's funds, in an amount as Manager or Owner shall reasonably request, including third party coverage and having such deductible as shall be determined from time to time by Manager or Owner, and naming Owner as a loss payee;

INSURER AFFORDING COVERAGE: 7 NAIC#

POLICY NUMBER: EFF DATE: 05/01/2022 EXP DATE: 05/01/2023

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

Contractor's Pollution Liability Each Loss \$10,000,000

Aggregate \$10,000,000 SIR \$500,000

INSURER AFFORDING COVERAGE: Y NAIC#:

POLICY NUMBER: ____ EFF DATE: 05/01/2022 EXP DATE: 05/01/2023

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

Property Coverage Per Policy \$5,000,000

ADDITIONAL REMARKS:

All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

	DECOME HOR OF CLEANING POOR	 			E.E. DIOCHOE I OCIOTEMIT	▼
D	Crime/Employee Dishonesty/		11/01/2022	11/01/2023	Each Occurrence	\$5,000,000
	Fidelity					Н

(C) Limits of liability specified herein can be satisfied by maintaining a combination of primary and umbrella/excess liability policies.

(G) All insurance required herein (except the insurance under Section 1.C.) shall name Contractor/Subcontractor as named insured and Owner and Manager (and any individuals or entities with an interest in the Property as may from time to time be requested by Owner) as additional insureds to the extent, where applicable, of Owner's insurable interests in the Property and shall be primary and non-contributory with respect to any other coverage which Owner may obtain. Additional insureds shall be added using ISO additional Insured Endorsement CG 20 26 (04/13) or an endorsement providing equivalent or broader coverage to additional insureds. Coverage for the additional insureds shall be at least as broad as the coverage provided to Contractor/Subcontractor under the policy and shall apply as primary and non-contributing insurance before any other insurance or selfinsurance, including any deductible, maintained by or provided to, the No liability policy shall exclude coverage for additional insureds. Subcontractors or independent contractors. All liability insurance policies shall provide that Owner's interest therein shall not be subject to cancellation by reason of any act or omission of the additional insureds.

Completed/Ongoing Operations Language

(iii) Commercial General Liability Insurance on an occurrence form in the minimum amount of \$2,000,000.00 per occurrence covering both Bodily Injury and Property Damage and \$3,000,000.00 in the aggregate on a per project basis including coverage for premises operations, personal and advertising, independent contractors, products and completed operations and broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement; products and completed operations coverage shall be maintained for not less than ten (10) years following completion of work.

Completed/Ongoing Operations Language

POLICY NUMBER: ABC123456789

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

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

Location(s) Of Covered Operations
456 Main St., Suite 112 Plymouth, MA 13082

- 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
 - The acts or omissions of those acting on your hehalf:

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

- 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
 - 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.

OLIOT HOMBER. MILEOTOOTO

OMMERCIAL GENERAL LIABILITY CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS, LESSEES OF 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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

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 "properly 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".

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:
- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Completed/Ongoing Operations Example

A contractor is hired to install a new plaza railing. Months after the job is completed, there is a tenant event and due to poorly installed fasteners, resulting in the railing giving way and a guest getting injured. In this scenario, the landlord files a claim against the contractor's policy.

The most likely outcome of this claim will depend on whether the policy included language for completed or ongoing operations.

Ongoing Operations

As the policy only included coverage while the work was being done, the insurance company denies the claim. The landlord now has to file the loss against their policy or pay the costs directly.

Completed Operations

The landlord's work agreement required the additional insured endorsement to include completed operations. This would offer coverage for the loss under the contractor's policy.

Completed/Ongoing Operations Example

If the Contractor only had Ongoing Operations

As the policy only included coverage while the work was being done, the insurance company denies the claim. The landlord now has to file the loss against their policy or pay the costs directly.

If the Contractor had Completed Operations

The landlord's work agreement required the additional insured endorsement to include completed operations. This would offer coverage for the loss under the contractor's policy.