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November 1, 2017

#### Re: ACORD 25 and 855 Insurance Certificates

Dear Mr. Zuckerman and Ms. Lucashuk:

We are, respectively, the chairs of the Construction Law and Cooperative and Condominium Law Committees of the New York City Bar Association. We write to seek your advice and assistance regarding an insurance certificate issue that creates significant problems and loss for entities obtaining construction work throughout the State of New York.

As part of routine risk-management best practices, property owners, managers, contractors, lenders, and others regularly require that their contractors and subcontractors provide indemnifications and certificates of insurance ("COI"), typically an ACORD 25, that identify the respective owner entities or persons as "Additional Insureds" of their construction liability insurance policies. The purpose of the requirement is to ensure that coverage protection is extended to the named Additional Insureds for injuries and damages. These certificates must be provided before contractors may commence work, and both contractors and owners believe that delivery of an ACORD 25 COI confirms that the insurance company named therein will defend and indemnify all Additional Insureds in the event of a claim.

All too often, however, named Additional Insureds find that the underlying insurance policy does not in fact cover them. Attached as **Exhibit A** is a memorandum citing recent New York cases in which Additional Insureds were denied coverage. The COIs were determined to be non-binding, as only the actual terms of the underlying policy controlled. Thus, if the policy has exclusions from coverage which pertain to the loss, the COI can be rendered worthless.

Owners and consumers, particularly individual apartment and home owners and tenants, rely on the present form of the ACORD 25, attached as **Exhibit B**, to accurately summarize the underlying policy and provide proof of Additional Insured status. But the ACORD 25 only provides policy limits, carriers, and policy effective and termination dates. It contains no information about coverage exceptions and exclusions. Moreover, relying upon Section 502 of the Insurance Law (copy attached as **Exhibit C**), brokers refuse to provide additional information in the "Exclusions/Special Provisions" box. They assert that they do not have to provide any information at all, except as specifically set forth in the ACORD 25 form. Beyond that, the ACORD 25 discloses no information about exceptions and exclusions commonly found in a particular policy, which often limit the scope of the protection and indemnification.

Notably, the insurance carrier and the broker are aware of – or are supposed to be aware of – the provisions and exclusions of the policy sold to the contractor, whereas the named Additional Insured, as well as even the Named Insured, often lack that information. In that regard, courts in New York have held that brokers are not liable to the certificate holder, generally a third party, for any misrepresentations or omissions from coverage set forth in the certificate the broker issues.

It is not feasible for every property owner, managing agent, contractor and attorney to obtain, review, and analyze each contractor's and subcontractor's full insurance policy before allowing work to commence. Most contractors do not even have handy a copy of their own insurance policies. While full review of the underlying insurance policies may be feasible in multimillion-dollar projects involving sophisticated owners, it is not realistic or cost effective for the vast majority of small and medium sized projects. For example, a small restricted income co-op hires a contractor to perform a \$10,000 hallway paint job and requires a COI naming it as an Additional Insured before the contractor may begin the work. If the co-op has to hire insurance counsel to review the complexities of the contractor's policy, to ascertain if there are height exceptions, exceptions for lead-based paint claims, etc., it will delay the project and add a substantial review fee to the cost of the work. The problem is even greater for the individual unit owner who needs to hire a contractor to perform a \$1,500 paint job and faces the same delays and expenses if the underlying policy must be reviewed in full.

While the ACORD 855, attached as **Exhibit D**, provides more information about the kinds of exceptions in a policy, the form is rarely used. It is designed solely for the Named Insured and is rarely issued by brokers, who are not required to prepare it when issuing a policy. It is also very difficult for lay people to understand without having knowledge of the various potential exceptions and exclusions. And the ACORD 855, in its disclaimer, "confers no rights upon the certificate holder." The ACORD 855 is prepared for only the Named Insured, and thus an Additional Insured, both by case law and the language on the form, has no right to damages due to errors in its preparation or exclusions in the underlying policy.

Developers, building owners and contractors are looking to the insurance policies of others for protections but have no practical means of assuring they are available. The exponentially rising costs of contractor liability insurance in New York State have encouraged the insurance industry to fine-tune policies and include numerous exceptions, in order to keep down both premiums and claims. Yet, the public has no efficient way of determining the extent of these exceptions nor can they rely on the certificates being issued for this critical information.

We feel this is a serious transparency and consumer protection issue, well within the Department's jurisdiction. We note that recently, New Jersey enacted the "Certificates of Insurance Act" (17 NJ ST Subt. 3, Pt. 1, Ch. 29A, III) that prohibits, *inter alia*, the preparation of a certificate of insurance "that contains any false or misleading information concerning the referenced policy of insurance." The Act gives the Commissioner of the Department of Banking and Insurance the power to enforce its provisions, including the authority to issue orders to cease and desist and to impose fines.

We would like to discuss with you how the COI transparency problem should be addressed in New York, and solicit your advice on the remedy.

Respectfully,

Ronald Gold Chair, Cooperative and Condominium Law Committee

Virginia K. Trunkes Chair, Construction Law Committee

# EXHIBIT A

### Legal Memorandum Prepared by Members of the NYC Bar's Construction Law and Cooperative and Condominium Law Committees <u>August</u>, 2017

#### "Additional Insured" Chaos in New York State

In September, 2016, a decision rendered by the Appellate Division, First Department. reverberated in this state's construction industry because it reflected the depths to which denials of insurance coverage to "additional insureds" had reached. The court in Gilbane Bldg. Co v. St. Paul Fire & Mar. Ins. Co., 143 A.D.3d 146, held that a contractor's insurance company was not required to defend the joint venturer ("JV") constructing a Bellevue Hospital building because the contractor, Samson, did not have a direct contract with the JV, Gilbane Building Co./TDX Construction Corp. The JV was engaged by the Dormitory Authority of the State of NY (DASNY) as construction manager for the project, but it did not have a direct contract with Samson, which was also engaged by DASNY. Samson's contract with DASNY required it to carry Commercial General Liability (CGL) insurance with Gilbane/TDX as additional insureds, and the sample Certificate of Insurance showed Gilbane/TDX as an additional insured. The policy stated that an insured included "any person with whom you have agreed to add as an additional insured by a written contract". (Emphasis added.) Relying heavily on the language "with whom you have agreed," and on past holdings in AB Green Gansevoort LLC v. Peter Scalamandre & Sons, Inc. (102 A.D.3d 425 [1st Dep't 2013]) and Linarello v. City Univ. of NY (6 A.D.3d 192 [1st Dep't 2004]), the court found that the policy "clearly and unambiguously requires that the named insured execute a contract with the party seeking coverage as an additional insured". The Court reasoned that the DASNY/Samson contract may have required Samson to provide coverage for Gilbane/TDX. but it did not bind the insurer.

The <u>Gilbane</u> court did not pronounce any novel principle. Indeed, the holding was a predictable and natural progression of the law which had developed in the lower and federal courts. <u>See e.g.</u> <u>Muss Dev., LLC v. Nationwide Ins. Co.</u> No. 13 CV 4848 (RJD) (MDG), 2015 US Dis. LEXIS 142414 (EDNY Oct. 20, 2015); <u>Zoological Soc'y of Buffalo, Inc. v. Carvedrock LLC</u>, No. 10-CV-35A (SR), 2014 US Dis. Lexis 105359 (WDNY May 21, 2014); <u>200 Fifth Ave. Owner, LLC v. NH. Ins. Co.</u>, 2012 NY Slip Op. 31526(U) (Sup. Ct., N.Y. Co.); <u>CNY Buildiners LLC v. Fireman's Fund Ins. Co.</u>, 2012 NY Slip Op. 32835(U) (Sup. Ct., N.Y. Co.); <u>Macklowe Org. v. KG Mech. Inc.</u>, 2008 NY Slip Op. 32897(U) (Sup. Ct., N.Y. Co.); <u>Brooklyn Hosp. Ctr. v. One Beacon Ins.</u>, 5 Misc. 3d 1029 (A) (Sup. Ct., N.Y. Co. 2004). What was noteworthy about the <u>Gilbane</u> decision, however, was that it exemplified the widespread and entrenched nature of the "additional insured" coverage-crisis in this state.

#### The Meaninglessness of Certificates of Insurance for Purported Additional Insureds

"[T]he well-understood meaning of the term [additional insured] is an entity enjoying the same protection as the named insured." BP Air Conditioning Corp. v. One Beacon Ins. Group, 65 A.D.3d 12 [1st Dep't 2009), aff'd, 8 N.Y.3d 708 (2007). That said, where a certificate of insurance issued by a broker lists a party as an "additional insured," such is "evidence of a contract for insurance, but is not conclusive proof that the contract exists and not, in and of itself, a contract to insure." Penske Truck Leasing Co. v. Home Ins. Co., 251 A.D.2d 478, 479 (2d Dep't 1998) (citations omitted); see also American Ref-Fuel Co. of Hempstead v. Resource Recycling, 248 A.D.2d 420 (2d Dep't 1998) (certificate of insurance was a matter of information only and was insufficient by itself to establish that plaintiff was insured]). The certificate of insurance is considered insufficient to alter the language of the policy itself, especially where the certificate recites that it is for information purposes only; it confers no rights upon the holder; and it does not amend, alter, or extend the coverage afforded by the policy. See McKenzie v. New Jersey Transit Rail Operations, Inc., 772 F.Supp. 146 (S.D.N.Y. 1991); Moleon v. Kreisler Borg Florman Gen. Const. Co., Inc., 304 A.D.2d 337 (1st Dep't 2003).

The rationale of the courts in this state has been two-fold. First, "the broker's duty is to its customer ... and not to additional insureds ... ." Fed. Ins. Co. v. Spectrum Ins. Brokerage Servs., Inc., 304 A.D.2d 316, 317 (1st Dep't 2003). Second, certificates of insurance generally contain a disclaimer to the effect of "THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER." In finding that the named "additional insureds" lack coverage, the courts have denied them any recourse, determining that certificates of insurance containing these types of disclaimers may not be used as predicates for claims of fraud or negligent misrepresentation. See, e.g, Greater N.Y. Mut. Ins. Co. v. White Knight Restoration, 7 A.D.3d 292, 293 (1st Dep't 2004); Benjamin Shapiro Realty Co. v. Kemper Natl. Ins. Cos., 303 A.D.2d 245, 246 (1st Dep't 2003).

#### An Array of Exclusions

The denial of coverage to named additional insureds regardless of their inclusion in certificates of insurance has regularly occurred for decades, spawning excessive litigation. This is due in large part to the variety of hidden policy exclusions. While <u>Gilbane</u> addressed\_only one category of non-coverage (lack of contract with named additional insured), there are numerous other published decisions involving comparable carve-outs from "additional insured" coverage.

For instance, a common exclusion precluding coverage for additional insureds involves a "bodily injury" claim made by the insured's employee because the exclusion was excluded from the policy. In other words, a contractor's CGL insurance is not supposed to cover claims by its employees, which are covered by worker's compensation (WC), and third-party actions for common-law contribution, covered by the WC policy. Thus the typical provision in the CGL policy states:

This insurance does not apply to:

- a. 'Bodily injury' to:
- (1) An employee of the insured arising out of or in the course of employment by the insured.
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion does not apply to liability assumed by the insured under an 'insured contract'.

The latter exclusion was designed to allow for the insured to retain contractual indemnification liability, which is not covered by workers compensation.

However, some policies *exclude* this latter exclusion, thus leaving the additional insureds without coverage for an accident of an employee of the insured. Or other policies change the language to exclude "an employee of *any insured* (emphasis added) arising out of or in the course of employment by *any* insured." For example, <u>Bayport Construction v. BHS Ins. Agency</u>, 117 A.D.3d 660 (2d Dep't 2014) was a declaratory action where the contractor, Bayport, sought to obtain defense from its own carrier for itself and its additional insureds. The court denied Bayport the declaratory relief, finding that the language "any insured" meant that neither the contractor nor his additional insureds were covered for an injury to the contractor's employee.

Similarly, in New York University v. Arma Scrap Metal Co, 603743/09 NYLJ 1202588868257, at \*1 (Sup Ct., N.Y. Co., Jan. 23, 2013), the plaintiff was denied a declaratory judgment that a demolition contractor's policy should defend it in an injury action by the contractor. The contractor's insurance named the plaintiff owner as an additional insured, under a Blanket Additional Insured endorsement. But the contractor's policy contained an exclusion for any employee "contracted with you or with any insured for services". It also excluded "any person who is employed by ...any entity that is: contracted with you or with any insured for services". Inasmuch as the injured worker was employed by the demolition contractor, an entity that had contracted for services with the owner, a named insured, the claim fell "entirely within the scope of (the) exclusion", and thus there was no coverage for the Additional Insured. This was despite the Blanket Additional Insured endorsement, for the Court reconciled the apparent inconsistency by noting that the exclusion did not render the Blanket Additional Insured endorsement meaningless, and thus prevailed.

Another common exclusion is the "type of work" exclusion. See e.g. Utica First Ins. Co. v. Mumpus Restorations, Inc., 115 A.D.3d 938, 983 N.Y.S.2d 55 (2d Dep't 2014) (policy's "roofing operations" exclusion, which applied to damages arising out projects involving "any replacement roof or recovering of existing roof," applied to injuries sustained by plaintiff while replacing only a portion of the subject building's roof; exclusion was not limited to projects involving the replacement or re-covering of an entire roof). Not dissimilar is the "Classification Limitation Endorsement." This endorsement eliminates coverage for the insured's business operations for

which no classification code is listed in the policy declarations, thereby allowing insurers to provide coverage only for the exposures that have been specifically underwritten. See e.g. Hermitage Ins. Co. v. Bronx Steel Fabricators Inc., 42 Misc. 3d 1229(A), 988 N.Y.S.2d 523 (Sup. Ct., N.Y. Co. 2014) (issue of fact as to whether plaintiff insurance company was obligated to defend or indemnify defendant for the underlying action pursuant to the "Classification Limitation Endorsements," where the activity performed by defendant at the time the building collapsed may have been an "excluded" activity under the insurance policy); see also Nash v. Baumblit Const. Corp., 72 A.D.3d 1037, 902 N.Y.S.2d 99 (2d Dep't 2010) (homeowner's cause of action against insured contractor, alleging defects in construction of renovations on home, fell within improper workmanship exclusion in contractor's CGL insurance policy, which specifically excluded work that had to be restored, repaired, or replaced because it was incorrectly performed).

There is also a "Cross Liability Exclusion." <u>See e.g.</u> <u>385 Third Ave. Associates, L.P. v. Metropolitan Metals Corp.</u>, 81 A.D.3d 475, 916 N.Y.S.2d 95 (1st Dep't 2011) (cross liability exclusion in subcontractor's CGL policy barred coverage for property owner and general contractor for injuries sustained by subcontractor's employee in work accident, regardless of whether policy proceeds were sought by way of direct claims by injured party or by way of their contractual indemnification claims against subcontractor).

The "Contractual Liability Exclusion" is likewise perplexing. See e.g. 720-730 Fort Washington Ave. Owners Corp. v. Utica First Ins. Co., 26 Misc.3d 503 (Sup. Ct., N.Y. Co. 2009) (exclusion for, inter alia, any liabilities assumed under contract or agreement in insured property owner's CGL insurance policy was not unenforceable as violative of public policy and core objective of the Labor Law to protect construction workers by providing them with additional responsible entities and persons, although rendering the policy almost meaningless; issuance of the inadequate policy violated no regulation or statutorily declared public policy); see also Willets Point Contracting Corp. v. Hartford Ins. Group, 53 N.Y.2d 879 (1981) (insurer was not required to defend and indemnify contractor in action by property owner for damages resulting from lack of ingress to and egress from its property caused by contractor's construction activities, because, among other things, the loss resulted from breach of contract, and the comprehensive CGL policy disclaimed coverage where the injury resulted from a breach of contract).

#### Conclusion

In sum, the availability of potential exclusions in CGL policies creates a landmine for the unsuspecting insured, and even more so for the person or entity relying on the "Additional Insured" representation contained in the certificate of insurance.

## EXHIBIT B



#### 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 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). CONTACT NAME: PRODUCER PHONE FAX (A/C, No): (A/C, No, Ext): E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: INSURED **INSURER B** 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS INSR WVD GENERAL LIABILITY **EACH OCCURRENCE** \$ DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY \$ CLAIMS-MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ **GENERAL AGGREGATE** \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ \$ POLICY LOC OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ HIRED AUTOS AUTOS (Per accident) \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE **AGGREGATE** \$ **RETENTION \$** \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$ N/A OFFICE/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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** 

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## EXHIBIT C

McKinney's Consolidated Laws of New York Annotated
Insurance Law (Refs & Annos)
Chapter 28. Of the Consolidated Laws (Refs & Annos)
Article 5. Certificates of Insurance (Refs & Annos)

McKinney's Insurance Law § 502

§ 502. Prohibitions

Effective: July 28, 2015 Currentness

In this state:

- (a) With respect to a certificate of insurance evidencing that a policy provides personal injury liability insurance or property damage liability insurance, as defined in paragraphs thirteen and fourteen of subsection (a) of section one thousand one hundred thirteen of this chapter, no person or governmental entity shall wilfully require, as a condition of awarding a contract for work, or if a contract has already been awarded as a condition for work to commence or continue under the contract, or if the contract has been performed or partially performed as a condition for payment to be made under the contract, the issuance of a certificate of insurance unless the certificate is:
- (1) a form promulgated by the insurer issuing the policy referenced in the certificate of insurance; or
- (2) a standard certificate of insurance form issued by an industry standard-setting organization and approved for use by the superintendent or any other form approved for use by the superintendent.
- (b) No person or governmental entity shall wilfully require the inclusion of terms, conditions or language of any kind, including warranties or guarantees, that the insurance policy provides coverage or otherwise sets forth terms and conditions in a certificate of insurance, if the insurance policy referenced by such certificate of insurance does not expressly include such terms, conditions, or language. This subsection shall not prohibit any person or governmental entity from including minimum insurance requirements, coverage limits, terms, or other conditions in the solicitation of bids as part of a competitive process, and it shall not prohibit any person or governmental entity from requesting, or an insurer or insurance producer from responding to such a request with, clarification regarding the terms of the policy, or endorsement thereto.
- (c) A certificate of insurance shall not amend, extend, or alter the coverage provided by the insurance policy to which the certificate of insurance makes reference. A certificate of insurance shall further not confer to any person any rights beyond those expressly provided by the policy of insurance referenced therein.

#### **Credits**

(Added L.2014, c. 552, § 1, eff. July 28, 2015. Amended L.2015, c. 8, § 1, eff. July 28, 2015.)

McKinney's Insurance Law § 502, NY INS § 502

Current through L.2017, chapters 1 to 332.

End of Document

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## EXHIBIT D

AGENCY CUSTOMER ID:	
AGENCT COSTONIER ID.	



### NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

| NAMED INSURED(S)

AGENCY			NAMED INSURED(S)		
POLICY NUMBER EFFECTIVE DATE			CARRIER	NAIC CODE	
ADDE	NDUM INFORMATION CERTIFICATE NUMBE	R:	REVISION NUMBER:		
A.	Insurer  Admitted / authorized  Excess line or free trade zone				
В.	General Liability (GL) policy form				
ъ.					
	ISO / ISO modified Other				
C.	Specific operations excluded or restricted (GL policy	<i>'</i> )			
	Location:				
	Type of construction:				
	Building height:				
	Classifications [see attached declarations / 6	endorsement1			
	Designated work [see attached endorsement]	ondercomony			
D.	Additional insured endorsement (GL policy)				
	CG 20 10 CG 20 26 CG 20 32 Other: #: Title:	CG 20 33	CG 20 37 CG 20 38		
F	According to the terms of this GL policy, the addition	nal insured has	primary and poncontributory coverage		
		on is available w			
F.	Additional insured will receive advance notice if insu	rer cancels (GL	policy)		
		on is available w			
G.	Blanket contractual liability located in the "insured c restricted	ontract" definiti	ion (Section V, Number 9, Item f. in the ISO CGL policy) is	s removed or	
	Yes and no other option is available with	this insurer	No changes made		
Н.	"Insured contract" exception to the employers liability	ty exclusion is r	removed or modified (GL policy)		
	Yes and no other option is available with	this insurer	No changes made		
I.	GL policy (including endorsements) does not cover t subcontractors (not workers' compensation)	the additional in	sured for claims involving injury to employees of the na	med insured or	
	Yes and no other option is available with	this insurer	No changes made		

ADDE	ENDUM INFORMATION (	continued)	AGE	NCY CUSTOMER ID:				
J.	Earth movement, excava	ation or explosio	on / collapse / underground	property damage is	s excluded or restricted (GL policy)			
	Yes and no other option is available with this insurer No changes made							
K.	Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)							
	Yes and no other option is available with this insurer No changes made							
L.	Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is exclude or restricted							
	Yes and no other option is available with this insurer No changes made							
M.	. Excess / umbrella policy is primary and non-contributory for additional insureds							
	Yes, by specific police	cy provision	Yes, by endorsement	No and	no other option is available with this insurer			
		AUTH	IORIZED REPRESENTATIVE SIGNAT	URE	DATE (MM/DD/YYYY)			