



Disclaimer -The disclaimer states that the Certificate of Insurance is merely a representation of the vendor's existing coverage and does not "amend, extend, or alter" their policies. Must have attached endorsement to change policy

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)

1 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.

2 **IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does certificate holder in lieu of such endorsement(s).

3 **Producer Contact Info**

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:	ABC Insurance Company #1234
	INSURER B:	DEF Insurance Company #3456
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

4 This is the name of the agent / broker that arranged the insurance coverage.

The named insured must match the legal name on your contract

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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Policy numbers should be listed

Minimum amounts

This corresponds to the insurance carrier listed above

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	ABAB123456	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY				Must be current	Must be current	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY						PERSONAL & ADV INJURY \$
A	AUTOMOBILE LIABILITY				MM/DD/YY	MM/DD/YY	GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO <input checked="" type="checkbox"/>				Must be current	Must be current	PRODUCTS - COMP/OP AGG \$
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS						BODILY INJURY (Per person) \$
B	UMBRELLA LIAB				MM/DD/YY	MM/DD/YY	BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CW12345678	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				Must be current	Must be current	AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$

Additional Insured and Waiver of Subrogation

Occurrence is required

Check contract to see if Auto is required. Any Auto = Owned, Hired and Non-Owned

Professional Liability, Cyber Liability, or Abuse & Molestation are often listed here. Check contract to see if they are required

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

9 A description of the project or event might be listed here or there may be other comments

Workers' Comp insurance is required if entity has any employees. Statutory limits should be checked

\$1,000,000 limits should be listed here

CERTIFICATE HOLDER	CANCELLATION
Rancho Santiago Community College District 2323 N. Broadway Santa Ana, Ca 92706	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 District must be listed	AUTHORIZED REPRESENTATIVE

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DIRECTIONS FOR USE

Review the sample Certificate of Insurance (COI) above. The numbers in **RED** on the Sample Certificate will correspond with a numbered paragraph in the following document. Each paragraph includes a description of the information provided in the section, as well as additional information as to the meaning or importance of the section. Items in **blue** are things you should be checking on the COI to see if it meets District requirements.

A Certificate of Insurance is a very important document in a contract. It is intended to confirm that the Contractor can meet its financial obligations to pay for any losses that the contracting party might be responsible for, under the terms of the contract. The term “Contractor” is used to describe any type of contracting party, including vendors, facility users, construction contractors or subcontractors, and consultants.

If possible, have the Agreement (or the Insurance Clause of the Agreement) that the District has with the Contractor who is providing the certificate, and use it to confirm various points corresponding to the numbers in red on the Sample Certificate of Insurance as described below.

1. Disclaimer

The disclaimer states that the Certificate of Insurance is merely a representation of the contractor’s existing coverage and does not “amend, extend, or alter” the policies. We need to have a separate endorsement page to be added as an Additional Insured on their policy or a separate endorsement for a Waiver of Subrogation. Endorsements change the terms of the policy.

2. Producer

This section will list the name and address of the insurance agent or broker who issued the COI.

3. Contact Name

This is the contact information for the Producer

4. Insured

The legal name and address of the person or company covered under the insurance policies described on the COI. *Check to make sure that the party shown in this box is the same as listed in the contract.* If the named party is not the same as in the contract, “red flag” it to the contract manager for clarification.

5. Insurers Affording Coverage

This section will list all of the insurance companies that the Insured has policies under. They are listed A through F. The far column on the left titled “INSR LTR” (next to the red number 6) will show which insurance company is affording which coverage.

6. Coverages

The “Coverages” section is the longest, as this is where you will find all of the details of the contractor’s insurance coverage, including insurance type, effective dates, and limits.

At the far left, you’ll see a column labeled “INSR LTR.” This is short for “Insurer Letter”; the letter you see here will correspond to the Insurer Affording Coverage as described earlier.

For instance, if there is a “B” in this column, it means that the insurance company holding that particular policy is the same insurance company listed next to “B” in the “Insurers Affording Coverage” section.

INSURER E:		INSURER F:		INSURER G:			
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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	ANY POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							

“Type of Insurance” refers to the type of coverage afforded by policy, whether protection against liability, auto, workers’ compensation, and more.

Next you’ll see two columns labeled “ADD’L INSRD” and “SUBR WVD.” The first one stands for “[Additional Insured](#),” and an X placed in this column indicates that the person being issued the Certificate is an additional insured on the policy.

“SUBR WVD” stands for “[Subrogation Waived](#)” . If the SUBR WVD box is checked off, that means that the insurance company of the named insured will not be able to pursue legal action against specified parties that usually include the Certificate Holder (see #10) in the event of a claim, even if they were directly responsible for the damages.

Next listed is the appropriate policy number, as well as the effective and expiration dates of the policy. The last column shows the limits (in dollars).

Policy Dates – this is the date that the insurance policy coverage will end. *Check to make sure that the start date and expiration date is appropriate to the contractual requirements.* If the policy will expire before the contractual obligation will end, diary the certificate 30 days before the expiry date and request a renewal certificate from the Producer or Insured.

General Liability Insurance (GL) covers the Insured’s liability arising out of the insured’s premises or operations, products and completed operations.

“Claims-made” and “Occurrence” (OCCUR) are two types of general liability insurance forms. Occurrence forms are much broader, and the District specifies them in its insurance requirements. *Check to ensure OCCUR is checked.*

Other (blank line) – A specific coverage in the GL policy might be indicated here. For example, a box might be checked “X” and “Sexual Assault & Molestation Coverage included” be indicated on the line opposite.

Limits – The District standard wording says *“Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an “occurrence” form;*

- i. “Each Occurrence” means how much money the insurance policy will pay for a single loss.
- ii. “Damage to Rented Premises” means how much money the insurance policy will pay for damage that the insured causes to premises it rents. Common limits are \$50,000 or Occurrence limits.
- iii. “Med Exp[ense] (Any One Person)” means the amount of money that will be paid for documented medical expenses if someone is hurt or injured on the Insured’s premises or by their Operations, without regard for negligence of the Insured. If more money is needed, the claimant usually has to prove negligence. Common limits range from \$1,000 to \$10,000.
- iv. “Personal & Adv[ertising] Injury” is a kind general liability coverage that covers personal injury (i.e., slander, libel, wrongful eviction, false arrest, malicious prosecution, invasion of privacy) or similar offenses in connection with the insured’s operations advertising of its goods or services: libel, slander, invasion of privacy, copyright infringement, and misappropriation of advertising ideas. Common limits are Occurrence Limits. Typically, the District requires insurance to cover third party claims of bodily injury or property damage; this insurance is not usually of concern.
- v. General Aggregate is the highest amount of money that the insurance policy will pay no matter how many claims are filed.
- vi. “Products – Comp/Op Agg” means “Products Liability or Completed Operations Aggregate”, and is the most that the policy will pay for all claims arising out of the Insured’s defective products or work. It is very common for construction projects to require extended Completed Operations Insurance for a period from one to three years following the completion of the work. *Check* the contract and if applicable, diary the certificate for annual renewals throughout the extension period.

Automobile Liability - Coverage is provided for protection from liability arising out of negligent operation, maintenance or use of a covered auto, which results in bodily injury or property damage to a third party.

The District standard wording says “Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when Supplier is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).”

The District does not need to be named as an additional insured on the contractor's auto liability policy.

One reason for this is the definition of an insured, on an ISO CA 0001 Business AutoPolicy, states that "Anyone liable for the conduct of insured" is also considered an insured. Also, Auto Insurers will not add any other party as additional insured.

a) Coverage Particulars

- i. Any Auto means that any auto driven by the Insured or its employees is covered regardless who owns it.
- ii. All Owned Autos means that only the autos the Insured owns and any trailers they don't own that are attached to the owned autos are covered.
- iii. Scheduled Autos means that only autos actually listed in the Policy Declaration's section are covered in addition to any non-owned trailers while attached to covered (scheduled) autos.
- iv. Hired Autos means that only those autos the insured has leased, hired, rented or borrowed are

covered. This coverage is not afforded for autos of employees, partners or their families.

- v. Non-Owned Autos means state that only autos the insured does not own, lease, hire, rent or borrow are covered when used for insurer’s business use. This also includes coverage for autos of the insurer’s employees, partners and their families for business or personal use. This coverage is commonly purchased by business that do not own any autos.

Look to see if anything other than “Any Auto” is checked. If an organization does not own any vehicles and wants to lease, rent or borrow a member’s vehicle, either Hired Autos or Non-Owned Autos would be appropriate

If Auto Insurance is required, confirm that “Combined Single Limit” is checked with \$1,000,000 in coverage.

Workers’ Compensation and Employer Liability - Workers Compensation is statutory coverage that pays for the Insured’s employees’ medical expenses and lost wages because of injuries or diseases sustained in the course and scope of their employment. Employers Liability is used to cover liability actions brought by a Contractor’s employee against the District (a third party) that the Insured is contractually liable for.

The District standard requirement says “Workers' Compensation insurance. This coverage is required unless Supplier provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Supplier must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California

- a) Statutory Limits indicates that the benefits meet the Workers Compensation coverage requirements for the state in which the injury occurs.

Check to make sure that the PER STATUTE box is checked.

- b) Each Accident/Disease-Policy Limit/Disease-Each Employee indicates the employers’ liability coverage limits or Coverage B of the Workers Compensation policy.

Check to make sure the limit is \$1,000,000

8. Blank Area

This is where additional coverages required by the District might be listed such as, Professional Liability, Cyber Liability, or Abuse & Molestation.

Check the Agreement to determine if any specialty insurance is needed, such as Errors and Omissions/Professional Liability - For financial loss or harm caused to the District that arise out of Supplier’s negligence, Cyber Liability - For financial loss or harm caused to the District that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, Sexual Abuse/Molestation Coverage (required if Supplier will be supervising activities of minors).

9. Description of Operations

If there are any specific operations, locations, or projects that the Certificate of Insurance applies to, they will be listed here. This is also where the COI might list information about any Additional Insured or Subrogation Waiver. **Note, indicating Additional Insured Status here does not replace the need for an Endorsement.**

10. Certificate Holder

The name and address of whoever is requesting the Certificate of Insurance. This is the entity to which the Certificate of Coverage is issued, i.e., the District.

Check to make sure that it is issued to (Rancho Santiago Community College District) not a department or individual.

11 Authorized Representative - This is the insurance company representative or producer/broker who has been authorized to sign the Certificate

Below are sample **“Additional Insured Endorsement”** (AEI) pages. The AEI can be a standalone section of the policy or it can be automatic “When Required by Written Contract”.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
<p>Rancho Santiago Community College District, its Board of Trustees, officers, agents, and employees</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY -
AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR 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 any person or organization 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 your acts or omissions, or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for the additional insured; or
 2. In connection with premises owned by or rented to you.
- But only for:
1. The limits of insurance specified in such written contract or agreement, but in no event for limits of insurance in excess of the applicable limits of insurance of this policy; and
 2. "Occurrences" or coverages not otherwise excluded in the policy to which this endorsement applies.
- B. Status as an additional insured for the person or organization to which this endorsement applies:**
1. Commences during the policy period and after such written contract or agreement has been executed; and
 2. Ends when:
 - a. Your ongoing operations for that additional insured are completed;
 - b. The contractor's contract or agreement is terminated;
 - c. The lease of premises expires; or
 - d. Your policy cancels or expires;
 whichever occurs first.
- C. The following is added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**
- If required in a written contract, your policy is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured, or in connection with premises owned by or rented to you.
- D. With respect to the insurance afforded to the additional insured, the following exclusions apply:**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work on this project, including materials, parts, or equipment furnished in connection with such work (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.

All other terms and conditions of this policy remain unchanged.