



## INSTRUCTIONS FOR COMPLETING THE CERTIFICATE OF INSURANCE

- 1** The name of the “insured” must match EXACTLY as it appears on the Subcontract Agreement.
- 2** “Workers Compensation Insurance” must provide statutory coverage, and have Employers’ Liability limits of not less than \$500,000 / \$500,000 / \$500,000.
- 3** “Commercial General Liability” must have a general aggregate of not less than \$2,000,000 per project, with not less than \$1,000,000 per occurrence.
- 6** “Automobile Liability” must give reference to “Any Auto” and have limits of liability of not less than \$1,000,000.
- 7** “Excess Liability” must have limits of liability of not less than \$1,000,000.
- 9** “Cancellation”: All insurance policies must be endorsed to provide thirty (30) days prior written notice to the Certificate holder in the event of cancellation, non-renewal or a reduction in the required coverage or limits.
- 10** “Description of Operations/Locations” must be stated EXACTLY as follows:

### **Project Name, Project Number, and Project Location**

Certificate holder, Owner, and any other party required by contract are included as an additional insured on the general liability policy under ISO endorsement CG 2010 (ongoing operations) and CG 2037 (completed operations) and on the umbrella/excess policy. Additional insured coverage is provided on a primary and non-contributory basis. Waiver of subrogation is provided on all policies as per contract agreement. All insurance policies are endorsed to provide thirty (30) days prior written notice to the certificate holder in the event of cancellation, non-renewal or a reduction in the required coverage or limits.

- 12** “Certificate Holder” must be completed as follows:

M. B. KAHN CONSTRUCTION CO., INC.  
P.O BOX 1179  
COLUMBIA, SC 29202-1179

**All copies must be legible, and must include the Agent’s contact information. If you are unable to provide an acceptable Certificate of Liability Insurance, the subcontract agreement will be revoked. Please refer to Article VII of your subcontract agreement. In addition, the Subcontractor must provide renewals throughout the warranty period, and failure to do so will result in non-payment. Please return via fax or email to the above listed address.**

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

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

PRODUCER Agency Name Mailing Address City, State, Zip Code	CONTACT NAME: <b>Contact Name</b>
	PHONE (A/C, No, Ext): <b>Phone Number</b> FAX (A/C, No): <b>Fax Number</b> E-MAIL ADDRESS: <b>Email Address</b> PRODUCER CUSTOMER ID #:
INSURED  -----SAMPLE----- <b>1</b> Subcontractor Name Mailing Address City, State, Zip Code	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Insurance Carrier</b> XXXXX
	INSURER B : <b>Insurance Carrier</b> XXXXX
	INSURER C : <b>Insurance Carrier</b> XXXXX
	INSURER D : <b>Insurance Carrier</b> XXXXX
	INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>3</b>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Policy Number	Eff Date	Exp Date	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/OP AGG \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Policy Number	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		Policy Number	Eff Date	Exp Date	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
<b>2</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N/A	Policy Number	Eff Date	Exp Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

**10** Project Name, Project Number and Location. Certificate Holder, Owner and any other party required by **4** contract are included as an additional insured on the general liability policy under ISO endorsement **8** (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  <b>12</b> M. B. Kahn Construction Co., Inc PO Box 1179 Columbia SC 29202-1179	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>9</b>  AUTHORIZED REPRESENTATIVE <b>11</b>
--	--

## DESCRIPTIONS (Continued from Page 1)

CG2010 (ongoing operations) and CG2037 (completed operations) and on the umbrella/excess policy. Additional **5**  
Insured coverage is provided on a primary and non-contributory basis. Waiver of subrogation is provided on **8**  
all policies as per contract agreement. All insurance policies are endorsed to provide thirty (30) **9**  
days prior written notice to the certificate holder in the event of cancellation, non-renewal or a  
reduction in the required coverage or limits.

**M.B. KAHN CONSTRUCTION CO., INC., SUBCONTRACT ARTICLE VII  
CROSS REFERENCE TO SAMPLE OF CERTIFICATE OF INSURANCE**

**ARTICLE VII. Insurance**

1. Prior to starting work the insurance required to be furnished by the Subcontractor shall be obtained by the Subcontractor, at the Subcontractor's cost and expense, from a responsible company or companies to provide proper and adequate coverage not less than the limits provided herein below, or in such limits as may be specified in the Contract Documents and/or required by Law, whichever is greater.

2. The type of insurance and minimum limits of coverage required of the Subcontractor and described below are minimum requirements and do not establish limits to the Subcontractor's liability. Any deficiency in the coverage or policy limits of the Subcontractor will be the sole responsibility of the Subcontractor.

3. **Required Coverages:** The Subcontractor shall maintain the required coverages at all times during the progress of the work with insurers licensed to do business in the state where the work is being performed and with a Best rating of A-VII or better. **1** The Subcontractor, by its legal name on the Subcontract, shall be the named insured on each policy of insurance.

**2** (A) Worker's Compensation and Employer's Liability in accordance with the laws of all states exercising jurisdiction over the Subcontractor's employees, including the state in which the work is being performed. Employer's Liability Limit – Not less than 500,000 / \$500,000 / \$500,000.

Subcontractor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system.

**3** (B) Commercial General Liability (CGL) written on ISO occurrence form CG 00 01 or its equivalent, providing coverage for Premises and Operations, Products Completed Operations, Independent Contractors, Personal and Advertising Injury, Blanket Contractual Liability, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The General Aggregate Limit shall apply separately to each project or the policy may be endorsed to apply a separate aggregate limit to this Project. **4** The Contractor, the Owner, and any other party the Contractor is required in its contract with the Owner to name as additional insured, shall be included as additional insured under ISO endorsements CG 20 10 (ongoing operations) and CG 20 37 (completed operations). **5** These insurance coverages shall apply on a primary and non-contributory basis before any other insurance available to the additional insureds. The Subcontractor's General Liability policy shall contain a Cross Liability or Severability of Interest clause. The Subcontractor shall maintain CGL coverage for itself and the additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and the additional insureds for at least three (3) years after final acceptance of the Subcontractor's work.

General Aggregate – Not less than \$2,000,000 per project  
Products-Completed Operations Aggregate – Not less than \$2,000,000  
Personal and Advertising Injury – Not less than \$1,000,000  
Each Occurrence – Not less than \$1,000,000

**6** (C) Business Automobile Liability, including liability arising out of any owned, leased, non-owned or hired automobile with limits of liability of not less than \$1,000,000.

**7** (D) Umbrella Excess Liability in excess of the Employer's Liability, Commercial General Liability, and Business Automobile Liability with limits of at least \$1,000,000. All additional insureds on the CGL policy shall be included as additional insureds on the Umbrella policy. This coverage shall apply before any other insurance available to the additional insureds.

4. **Waiver of Subrogation:** **8** The Subcontractor hereby waives all right of recovery against the Contractor, the Owner, and their respective officers, directors, employees, agents, and representatives, with respect to claims covered by insurance obtained pursuant to these insurance requirements. The Subcontractor agrees to cause its Worker's Compensation, General Liability and Automobile Liability insurers to waive their rights of subrogation against the Contractor, the Owner, and their respective officers, directors, employees, agents, and representatives.

5. **Notice of Cancellation:** **9** The Subcontractor shall have all insurance policies endorsed to provide the Contractor with thirty (30) days' prior written notice in the event of cancellation, non-renewal or a reduction in the required coverage or limits.

6. **Certificate of Insurance:** Prior to the start of construction, the Subcontractor shall furnish a Certificate of Insurance on an Acord form to the Contractor, evidencing that the coverage, coverage extensions, policy endorsements and waivers of subrogation required under this Subcontract are maintained in force. No payments will be made to the Subcontractor under this Subcontract unless an acceptable Certificate of Insurance is on file with the Contractor. The current Best rating for each insurance company shall appear on the Certificate of Insurance. A copy of the required cancellation clause endorsed on each policy of insurance must be attached to the Certificate of Insurance. **10** The Certificate of Insurance must specifically identify the Contractor's project in the "Description", **11** and must bear the signature of an authorized representative of each insurer. Should the Subcontractor sublet any portion of this work, the same insurance requirements shall apply to such third party as provided herein. **Failure of the Contractor to request a Certificate of Insurance or other evidence of full compliance with these insurance requirements or failure of the Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Subcontractor's obligation to maintain such insurance.**

7. **Theft Loss:** The Contractor shall not be responsible to the Subcontractor for any loss arising out of theft.

8. **Builder's Risk Coverage:** Should the Owner or the Contractor provide Builder's Risk coverage, the Subcontractor shall be responsible for the payment of any deductible as follows:

(A) Should the loss be due to a negligent act or omission of the Subcontractor the Subcontractor shall be responsible for payment of the entire deductible.

(B) Should the loss be due to a cause other than a negligent act or omission of the Subcontractor, the Subcontractor shall be responsible for a pro-rata portion of the deductible, calculated based on the proportion the loss sustained by the Subcontractor bears to the total of all claims being made under the Builder's Risk policy for that occurrence.