TO:	ALL COUNTY PERSONNEL
FROM:	ROBERT WEISMAN COUNTY ADMINISTRATOR
PREPARED BY:	RISK MANAGEMENT DEPARTMENT
SUBJECT:	CERTIFICATES OF INSURANCE
PPM #	CW- F-076
ISSUE DATE April 8, 2015	EFFECTIVE DATE April 8, 2015

PURPOSE:

To protect the County against claims arising out of the acts or omissions of parties/entities that contract with the County by ensuring compliance with the insurance requirements of the associated contract through the collection and proper maintenance of the required Certificates of Insurance.

AUTHORITY:

Palm Beach County Administrative Code, Section 307.00 PPM CW-F-049 Contract Development and Contract Responsibilities

UPDATES:

Future updates to this PPM are the responsibility of the Manager of Property and Liability under the authority of the Director of Risk Management

DEFINITIONS:

- 1. ACORD: Certificates that are governed by the Association for Cooperative Operations Research and Development, a nonprofit insurance industry organization that provides the standardized forms used by most insurance carriers. These forms contain checkboxes and pre-printed areas that clarify important insurance details.
- 2. **Contract:** Any written agreement, including any amendments and renewals thereto, between the County and another entity including, but not limited to construction contracts, purchase orders, inter-local agreements, memorandums of understanding, leases, grant agreements, special event agreements, professional services contracts, license agreements, easement agreements, etc. irrespective of whether the County is the primary beneficiary of the agreement.

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- 3. Certificate of Insurance (COI): A document prepared by an insurance agent or insurer attesting to the existence of current, valid policies of insurance. Although most COIs are issued on standard forms developed by ACORD, similar proof of coverage forms are acceptable.
- 3. **Third-Party Database:** A web based accessible electronic database administered and maintained by a third party vendor, designed to review, track and store COIs and related insurance information.
- 4. **Third-Party Vendor:** The third-party vendor with whom the County has a contract for the tracking of COIs on behalf of the User Departments that participate in the program as set forth under this PPM.
- 5. User Department: User Department shall mean: (i) the County's Purchasing Department and (ii) each and every County department that is responsible for its construction related purchases, for all exempt purchases made within their own department as defined in Section 2-51(f) of the County's Purchasing Code and for all other Contracts administered by that department.

POLICY:

The County's Risk Management Department ("Risk Management") determines the appropriate types and amounts of property and liability insurance to be required of contracted vendors and recommends the method by which the COIs and related insurance information are reviewed, approved, maintained and stored.

To implement an effective, cost efficient option for the tracking of COIs, Risk Management has contracted with a Third-Party Vendor, for the tracking of COIs on behalf of the User Departments that participate in the program as set forth under this PPM.

PROCEDURE:

I. Each User Department shall confer with Risk Management as needed prior to:

- A. Advertising a Request For Proposal, Invitation For Bid, Request for Submittal, Request For Quote or other solicitation for the procurement of goods or services;
- B. Finalizing grant programs, Specialized Assistance Program agreements, or similar programs;
- C. Submitting a Contract for execution by the Board of County Commissioners (BOCC) or other approved County signatory.

Upon receipt of the applicable Scope of Work/Specifications or similar information from the User Department, Risk Management shall determine the applicable insurance requirements for the solicitation, program or agreement. This procedure is not applicable if Risk Management has previously established standard requirements for the solicitation, program or agreement, and the Scope of Work/Specifications has not been modified from that in effect at the time that Risk Management created the standard requirements.

II. Any exception to the insurance requirements as established by Risk Management must be approved, in writing, by Risk Management. If insurance requirements are waived or otherwise revised prior to submitting the Contract to the BOCC or other County signatory(s) for approval, the Contract must be rewritten to reflect the revision. Contracts revised after said approval must be amended and executed by the parties thereto and may require resubmission to the BOCC or other County signatory for approval/ratification.

III. During the initial setup of a User Department's program or as a new Contract is entered into, the User Department procuring the goods or services is responsible for supplying all of the necessary vendor/contract information to the Third-Party Vendor, including but not limited to:

- The portion of the Contract identifying the vendor and its address/contact information, solicitation number and Contract effective date
- The Article of the Contract identifying the insurance requirements set forth by the County (Risk Management)
- New Vendor Information Form in use by the County

In addition, the User Department must notify the vendor of its contractual requirement to send a compliant COI to the Third-Party Vendor for approval within forty-eight (48) hours of notification. The Third-Party Vendor will then review the COI against the insurance requirements of the Contract to determine whether the COI is compliant. The process for review by the Third-Party Vendor should take approximately four (4) business days after the required information is received.

No Contract shall be submitted to the BOCC or other County signatories, for approval without the inclusion of the confirmation sheet (Attachment 5) indicating the insurance requirements have been met and the vendor is deemed compliant. Any exceptions shall require Risk Management's approval.

After the initial approval, the Third-Party Vendor is responsible for all receiving, maintaining, monitoring, compliance review and retention of COIs, including vendor renewals of the COIs. Therefore, User Departments may consider all COIs to be compliant unless the User Department is specifically notified by the Third-Party Vendor indicating otherwise or the Third-Party Vendor has made such information readily available on its web-based system.

User Departments shall periodically monitor/review a contracted vendor's status and/or run reports from the Third-Party Vendor's web-based system for audit purposes. Note: Participating User Departments shall have individualized "read only" access to the Third-Party Vendor's web-based system.

If a vendor has received three (3) or more notifications from the Third-Party Vendor that its COI is non-compliant then the User Department shall pursue and take steps to bring the vendor into compliant status, including but not limited to issuing the vendor a notice of default in accordance with the provisions of the vendor's Contract.

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User Departments shall be responsible for notifying the Third-Party Vendor of any changes, updates, insurance modifications, address changes, expirations or terminations throughout the life of a Contract. Terminations and expirations of a Contract must be timely reported by User Departments in order to avoid tracking costs.

In certain circumstances, upon Risk Management's written approval, participating User Departments may track certain types of Contracts at the User Department level using the information contained in Section V and Attachments 1-4 of this PPM; provided that, the User Departments have a method for doing so.

User Departments opting out of the County's COI tracking program in its entirety, must obtain written approval from Risk Management. This approval will be contingent upon the User Department's ability to ensure that they have its own method in place at the User Department for the receipt, review, acceptance, retention, monitoring and storage of all COIs for the entire duration of the Contract and any records retention period thereafter.

IV. Risk Management, in conjunction with the Third-Party Vendor, shall offer voluntary training on the use of the web-based program to User Department personnel utilizing the program. In addition, Risk Management shall, on an "as needed" basis, train User Department personnel on insurance related matters and assist them in resolving insurance related issues with vendors, insurance agents and insurers.

V. The following information is intended to assist non-participating User Department(s) personnel in the review of incoming COIs. Personnel are encouraged to contact the Manager, Property & Casualty Division at Risk Management for assistance in resolving questions related to COIs.

- 1. Attachment 1 is a sample of an ACORD Certificate of Liability Insurance. ACORD is an insurance industry supported organization that develops standardized forms such as the Certificate of Liability Insurance. Most, but not all, insurers and their agents utilize ACORD forms. Insurers such as Allstate and State Farm use their own unique COI forms and it is necessary that User Department personnel develop the ability to properly identify and analyze the data provided on non-ACORD COIs.
- 2. Attachment 2 is a guide developed to assist User Department personnel in the interpretation of data provided on an ACORD Certificate of Liability Insurance.
- 3. Attachment 3 is a sample of an ACORD Evidence of Property Insurance.
- 4. Attachment 4 is a guide developed to assist User Department personnel in the interpretation of data provided on an ACORD Evidence of Property Insurance.
- 5. Attachment 5 is a sample of the Third-Party Vendor "compliant" confirmation sheet.

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Robert Weisman **County Administrator**

Supersession History: 1. CW-F-076, effective 5/10/2010

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The ACORD name and logo are registered marks of ACORD

Understanding Certificates of Liability Insurance

County contracting policies and procedures require the User County Department (the department that contracts with the outside firm for products and/or services) to monitor compliance with those contracts. Since "insurance" is one of the contract requirements, each department must ensure that the contractor complies with all of the terms and conditions of the insurance requirements. A Certificate of Insurance represents a snapshot of the contractors insurance program on the date the certificate is issued. As used in this document the word "contractor" refers to any vendor, supplier, construction contractor, etc.

Referring to the attached sample Certificate of Insurance, note the following as general guidelines (the paragraph numbers below refer to the numbered sections on Attachment 1 located on the previous page):

 As a rule of thumb, the Certificate of Insurances issue date should be within 15 days from the date of its receipt. Certificates of Insurance should not, unless approved by Risk Management, be accepted if issued more than 30 days from date of receipt.

Exception: A Certificate of Insurance that has been processed thru ITS and that indicates that required coverages have not expired may be accepted by the User County Department.

- 2) The name of the "Insured" on the Certificate must be the same as that of the entity with whom we are contracting unless the Description of Operations section contains a statement confirming that the entity with whom we are contracting is also an "Insured". A statement indicating that the entity with whom we are contracting is an "additional insured" is not acceptable.
- 3) As a general rule of thumb the County requires the use of insurers with a minimum AM Best rating of A- VIII. You, however, are not required to verify the insurer's financial rating. If circumstances warrant concern you may contact my office for a Bests rating.
- 4) The "Commercial General Liability" form generally should be an "Occurrence" basis. The "Claims Made" form is typically reserved for Professional or Pollution Liability. You should consult with Risk Management if you notice Claims Made has been indicated for General Liability.
- 5) A "Policy Number" or binder number should be indicated. Keep in mind, binders are only valid for 30 days in the State of Florida. You must follow-up for a Certificate with policy information every 30 days until a final Certificate is received.
- 6) The "Effective Date" must be no later than the contract date or the first date that the contractor begins to perform work for the County.

- 7) The "Expiration Date" must be monitored to ensure that renewal Certificates of Insurance are received on a timely basis.
- 8) The Limits of Liability for each coverage should be at least as much as required by the contract and should indicate all of the required coverages.

Exception: If no coverage for Med Exp. is indicated you may accept the Certificate. Any other excluded coverage requires review and approval by Risk Management.

- 9) "Any Auto" coverage is preferred. "All Owned Autos" or "Scheduled Autos" is acceptable. If "Scheduled Autos" is checked and the vendor will be providing people transportation services (cab company, bus company, etc) then a list of covered autos must be included. If "Any Auto" is not marked, "Hired Autos" and "Non-Owned Autos" must be marked. If there are no corporate-owned autos, and a statement, signed by the owner or officer of the contractor to that effect is provided then "Hired Auto" & "Non-Owned. Auto only is acceptable. Exceptions must be approved by Risk Management.
- 10) Certain contracts may have a scope of work related to Garage Operations (i.e., Auto repair, Sales, Storage, etc.). The insurance industry considers Garage Operations unique and has developed a specific coverage called Garage Liability. This coverage may satisfy both the Commercial General Liability and Auto Liability requirement; Additionally, Garagekeepers Liability may also be required Rrefer to your contract for specific limits. If the "Any Auto" box is marked in this section of the Certificate then the Garage Liability policy satisfies both the General & Auto Liability requirements. If it is not marked then only the General Liability requirement is satisfied.
- 11) The limits of liability shown for General Liability and/or Automobile Liability may be less than those required by the contract if, they are supplemented with Umbrella Liability, provided that the combined limits of General Liability and Umbrella Liability satisfy the minimum requirement for General Liability. The County must be listed as <u>Additional Insured</u> on the Umbrella Policy or the Umbrella policy is noted as Follow Form on the certificate.

The limits of liability shown for Automobile Liability may be less than those required by the contract. If necessary, they may be supplemented with Umbrella Liability, provided that the combined limits of Automobile Liability and Umbrella Liability satisfy the minimum requirement for Automobile Liability.

12) The Workers Compensation requirement in our contracts typically requires that the contractor comply with Florida Statutes, Chapter 440. We may, however, require compliance for "all employees" if the contractor is in the Construction Industry as defined in Chapter 440. "Employers Liability" carries basic limits of \$100,000 each accident, \$500,000 Disease-Policy Limit, \$100,000 Disease-Each Employee; but we may on occasion require higher limits. We may also require additional coverage endorsements, such as Jones Act and/or U.S. Longshoremen's and Harbor Workers Act coverage, if the scope of work involves work on U.S. navigable waterways. Although the "WC Statutory Limits" box should be checked you may accept a Certificate without the check.

Some contractors may satisfy the workers compensation requirement by supplying a Certificate issued by an employee leasing firm. Such Certificates are acceptable if (a) the Certificate clearly indicates that employees leased to the contractor are covered and (b) a letter, signed by an officer of the contractor, is provided that states that "all current and newly hired employees of the contractor are insured for workers compensation thru the employee leasing company."

As permitted in Chapter 440, smaller contractors (fewer than 4 employees for non-construction contractors, no employees for construction contractors) may chose not to purchase workers compensation. In such instances the User County Department may accept a letter, signed by the owner, officer of the contractor stating that they have fewer than the required (Chapter 440) number of employees, have chosen not to purchase workers compensation insurance and agree to do so if additional employees are hired.

NOTE: A Florida Exemption Certificate is NOT proof that the contractor entity is exempt from carrying workers compensation. It only confirms that the individual named employee has exempted themselves.

- 13) Occasionally, other coverages such as Professional Liability, Builder's Risk, Watercraft Liability, Pollution Liability, Fidelity Bonds.....etc., may be required. Information related to these coverages is typically displayed in the "Other" section. If either Professional Liability or Pollution Liability are displayed then, in addition to displaying the limits, policy number, insurer and policy period, the certificate must clearly state whether coverage is on an "occurrence" or "claims made" form. If "claims made" the "retroactive date" must be stated and that date must be equal to or precede the date of the contract. If used to show evidence of Property Insurance the location, type, and amount of coverage must be indicated as well as the 'perils" insured against.
- 14) When required by the contract, the County must be identified as an <u>Additional</u> <u>Insured</u> in either the Description of Operations section or elsewhere on the Certificate. While the contract may call for elaborate "additional insured" wording a Certificate stating that "Palm Beach County is an additional insured" is acceptable. It is the County itself rather than the User County Department that must be listed as the "additional insured."

Note: The sample Certificate of Liability Insurance included is ACORD 25 (2010/05) edition. This particular edition of the form includes a column titled ADD'L INSRD to the left of the Type of Insurance column. If the Certificate

received is the 2010/05 edition and this box is marked in the General Liability section of the Certificate AND Palm Beach County is noted as the Certificate Holder in that section of the Certificate, then the language noted in the preceding paragraph is not needed.

This section of the Certificate may also be used to reference the specific project name/number, or to provide proof of other specific contract insurance requirements such as a Loss Payee clause or Waiver of Subrogation endorsement.....etc. Since it is intended that all User County Departments will have access to and utilize Certificates issued by a contractor, it is recommended that User County Departments not ask contractors to state a specific project/contract on their Certificate. Please note, however, that unless the Certificate states that one or more coverages only apply to a specific project/contract the mere mention of the project/contract does NOT preclude the use of that Certificate by another User County Department.

- 15) The "Certificate Holder" should be the address of the contracting Department/Division who is responsible for monitoring the contract. "Certificate Holder" is <u>not</u> the same as "Additional Insured." The Certificate Holder is NOT the Department. It should read Palm Beach County c/o the contracting department
- 16) Here the "10" day endeavor to notice requirement should be included or any other number of days as may be required by the contract.
- 17) The Certificate should be signed by the insurance agent or an insurance company representative. Electronic signatures are acceptable on computer generated certificates. Certificates with "rubber stamp" signatures are acceptable. The only unsigned Certificates that may be accepted are electronically transmitted Certificates submit by Aon, Marsh, or Arthur J Gallagher & Co.

Questions concerning insurance requirements or certificates of insurance should be referred to the Manager, Property & Liability Division, Risk Management Department.

CW-F-076 / Attachment 2 of 5 (cont)

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CW-F-076 /Attachment 3 of 5

Understanding Evidence of Property Insurance

County contracting policies and procedures require the department that contracts with an outside firm for products and services to monitor compliance with those contracts. Since "insurance" is one of the contract requirements, each department needs to ensure that the contractor complies with all of the terms and conditions of the insurance requirements. A Certificate of Insurance represents a snapshot of the contractor's insurance program as of the date the certificate is issued.

Referring to the attached sample Evidence of Property Insurance, note the following as general **guidelines** (the paragraph numbers below refer to the numbered sections on Attachment 3 of the previous page):

 As a rule of thumb, the Certificate of Insurances issue date should not be more than 15 days from the date of its receipt. The Certificates of Insurance should not, however, be accepted if issued more than 30 days from date of receipt.

Exception: An Evidence of Property Insurance that has been processed thru ITS and that indicates that required coverages have not expired may be accepted by the User County Department.

- 2) The name of the "Insurance Company" should appear in this section.
- 3) The name of the "Insured" should be the exact name of the entity with whom we are contracting, unless the location/description (see #7 below) section explains the relationship (i.e. ownership) between the "Insured" and the party with whom we are contracting.
- 4) A "Policy Number" or binder number should be indicated. Keep in mind, binders are only valid for 30 days in the State of Florida. You must follow-up for Evidence with policy information every 30 days until final Evidence containing a policy number is received.
- 5) The "Effective Date" should be no later than the contract date or, if the certificate is for Builders Risk Insurance or an Installation Floater the first date that the contractor begins to perform work for the County.
- 6) The "Expiration Date" should be monitored to ensure that renewal Certificates of Insurance are received on a timely basis.
- 7) The location and/or description of the property being insured should be listed.

- 8) This area is used to describe the "type" of coverage (e.g. basic, broad, or special) also referred to as "perils".
- 9) Any other pertinent or specialized information related to the policy limits or additional deductibles is shown in this area.
- 10) This area is used to show how much coverage is provided and what the deductible is.
- 10A) This area denotes any coverage for wind events (wind usually has different provisions or sub-limits).
- 11) Here the cancellation notice requirement in accordance with the policy provisions is noted.
- 12) When required by the contract, the County should be shown in this section as Additional Interest and/or Loss Payee.
- 13) The "Certificate Holder" should be the address of the contracting Department/Division who is responsible for monitoring the contract. "Certificate Holder" is <u>not</u> the same as "Additional Insured or Loss Payee.".
- 14) The Certificate should be signed by the insurance agent or an insurance company representative. Electronic signatures are acceptable on computer generated certificates.

Note: Sometimes the Property Insurance carried by the contractor/tenant is incorrectly evidenced by entries on a Certificate of Liability Insurance. This is acceptable provided that all the information required is shown.

Questions concerning insurance requirements or certificates of insurance should be referred to the Manager, Property & Liability Division, Risk Management Department

CW-F-076 / Attachment 4 of 5 (cont)

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Wednesday, November 05, 2014 Image	es Contracts					
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ITS Account Number: PLC483						
Project(s): Palm Beach County	Purchasing Department	Contracts				
Insurance Policy General Liability Expiration: 11/10/2014	Required	Provided	Override			
General Aggregate:	\$500,000	\$3,000,000				
Products - Completed Operations Aggregate:	\$500,000	\$3,000,000				
Personal And Advertising Injury:	\$500,000	\$1,000,000				
Each Occurrence:	\$500,000	\$1,000,000				
Fire Damage:	\$0	\$0				
Medical Expense:	\$0	\$0				
Automobile Liability Expiration: 1/27/2015	All Owned Autos Hired Autos Non-Owned Autos	not provided Hired Autos Non-Owned Autos	х			
Combined Single Limit:	\$500,000	\$1,000,000				
Workers Compensation/Employers Liability Expiration: 10/1/2015	WC Stat. Limits	WC Stat. Limits				
Notifications						
The following deficiency letters were issu	ed:					
Renewal letter - 10/27/2014.						
Do you have an updated Certificate? Click the button below to submit a Certificate.						
Certificate	Certificate Submittal					

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