

MONTEREY COUNTY INSURANCE REQUIREMENTS

To avoid unnecessary delays in becoming a contractor, please provide:

1. A Certificate of Workers' Compensation Insurance (if applicable)
2. A Certificate of Professional Liability Insurance (if applicable)
3. A Certificate of General Liability Insurance **and** Auto Insurance (typically on an ACORD form) with accompanying "Additional Insured" Endorsement documents. All endorsements shall clearly state policy number.
4. **The following language requirements are mandatory:**
 - Commercial General Liability and Auto Liability policies shall include endorsements naming "The County of Monterey, Its Officers, Agents and Employees" as an additional insureds.

AND either of the following:

- Endorsements for both General Liability and Auto Liability policies shall state that the Contractor's insurance is "primary" and the County of Monterey is "non-contributory",
----- OR -----
- A copy of the policy (with policy number printed on it) which states that if required by written contract, the insurance shall be "primary" and the Additional Insured shall be "non-contributory".

For clarification, please review the attached sample endorsements. Please note the language that must be reflected in the endorsements. Merely listing the County as an additional insured on the certificate of insurance is not sufficient.

Note: The Certificate (typically on an ACORD form) is issued as a matter of information only and confers no rights upon the certificate holder. The certificate itself does not amend, extend or alter the coverage afforded by the policy, it merely states a summary.

The following is a guideline of general insurance amount requirements:

1. General Liability: One million dollars (\$1,000,000.00) per occurrence (Minimum \$2,000,000 aggregate)
2. Auto Liability: One million dollars (\$1,000,000.00) per occurrence
3. Worker's Compensation Insurance (required only if vendor has employees):
 - One million dollars (\$1,000,000.00) per person,
 - One million dollars (\$1,000,000.00) each accident,
 - One million dollars (\$1,000,000.00) each disease

4. ONLY if applicable: Professional Liability Insurance for the professional services (eg; doctor, architect, engineer, etc.): One million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate

Where to Send Insurance Documents

The County prefers to receive the insurance in electronic format so please email insurance documents to MCVSS@co.monterey.ca.us

Or Fax to (831) 755-4969

The Certificate Holder should be listed as follows:

County of Monterey
Contracts & Purchasing Division
1488 Schilling Place
Salinas CA 93901

It is the Contractor's responsibility to see that Contracts/Purchasing has a **current** Insurance Certificate with the correct amount of coverage and appropriate additional insured endorsements on file at all times. Non-compliance of this condition may jeopardize your status as an active contractor. You may be prohibited from engaging in any additional work with the County and from participating in any purchasing solicitations until your insurance documents are updated.

SAMPLE # 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2010

PRODUCER Nurse Insurance Brokers/Arthur J. Gallagher & Co. 590 Lennon Lane, Suite 160 Walnut Creek, CA 94598		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
0726293 www.nurseinsurance.com	925-935-0545 925-935-0486	INSURERS AFFORDING COVERAGE	
INSURED Resourse Development Associates 230 4th St. Oakland CA 94607		INSURER A: Hartford Casualty Ins. Co.	NAIC # 29424
		INSURER B: Axis Surplus Insurance Co.	26620
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBAVA5308	10/29/2009	10/29/2010	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COM/OP AGG	\$ 4,000,000
A		AUTOMOBILE LIABILITY <input 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	57SBAVA5308	10/29/2009	10/29/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER Professional Liability - Claims Made Policy	ECN000062241001	4/30/2010	4/30/2011	\$1,000,000 Each Act \$1,000,000 Total Limit \$10,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Monterey, its officials, agents and employees are included as additional insured as respects general liability per policy form SS 00 08 04 05 attached.

CERTIFICATE HOLDER

County of Monterey
 Contracts/Purchasing Dept
 168 W. Aisal St., 3rd Floor
 Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Cynthia Rucker

SAMPLE #1

57SBAVA5308
Resource Development Associates
230 4th St.

9/3/2010

BUSINESS LIABILITY COVERAGE FORM

Form SS 00 08 04 05

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

SAMPLE # 2

ACORD **CERTIFICATE OF LIABILITY INSURANCE** Date (MM/DD/YR)
10/28/10

PRODUCER
 Heffernan Insurance Brokers
 P. O. Box 69038
 Portland, OR 97207-0368
 Phone No: 503-226-1320 Fax No. 503-226-1478

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED
 Day Electric
 1016 Austin Ave.
 Pacific Grove, CA 93950

INSURER A:	Travelers Property Casualty Co.
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	I680739D0191	10/28/10	10/28/11	EACH OCCURRENCE	1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	5,000
	GENERAL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	2,000,000
					PRODUCTS - COMP/OP AGG	2,000,000
A	AUTOMOBILE LIABILITY	BA739D0559	10/28/10	10/28/11	COMBINED SINGLE LIMIT (Ea Accident)	1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACCIDENT	
					AUTO ONLY - AGGREGATE	
A	EXCESS LIABILITY	ISFCUP739D042A	10/28/10	10/28/11	EACH OCCURRENCE	1,000,000
	<input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE				AGGREGATE	1,000,000
	DEDUCTIBLE \$					
	RETENTION \$ 0					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WG STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	
					EL DISEASE - EA EMPLOYEE	
					EL DISEASE - POLICY LIMIT	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/ VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL ITEMS
 Re: Project on file with the insured. County of Monterey, its officers, employees, and Powerlink (20 S. Santa Cruz Ave., Suite 320, Los Gatos CA 95030) are included as Additional Insured(s) on the General Liability policy per the attached form CGD247 10-02. The General Liability coverage applies on a Primary and Non-Contributory basis per the attached form CGD037 04-05.
 *10 days notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER **ADDITIONAL INSURED: INSURER LETTER:** **A CANCELLATION**

County of Monterey Monterey County General Service
 Attn: Contract/Purchasing Division
 855 E. Laurel Dr. Building C
 Salinas, CA 93905

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Reynette Reuter

Reynette Reuter

POLICY NUMBER: I680739D0191

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/28/10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY—CONTRACTORS COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):



County of Monterey, its officers, employees, and Powerlink (20 S. Santa Cruz Ave., Suite 320, Los Gatos CA 95030)

PROJECT/LOCATION OF COVERED OPERATIONS:

Project on file with the insured

1. WHO IS AN INSURED—(Section 11) is amended to include the person or organization shown in the Schedule above. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured at the location shown in the Schedule.
2. The insurance provided to the additional insured is limited as follows:
 - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section II – LIMITS OF INSURANCE.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an Architect's, engineer's or surveyor's rendering of failure to render any professional services including:
 - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.

3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section 1—Coverage) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.
5. As a condition of coverage, each additional insured must:
 - a) Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".
 - b) Immediately forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.
 - c) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
 - d) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY
CONDITIONS (Section IV), Paragraph 4.
(Other Insurance), is amended as follows:

- 1. The following is added to Paragraph s.
Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an 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 that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and
 - b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed subsequent to the signing and execution of that contract or agreement by you.
- 2. The first Subparagraph (2) of Paragraph b. **Excess Insurance**, regarding any other primary insurance available to you is deleted.
 - 3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):
That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

SAMPLE #3: Endorsement

Golden State Insurance Company Limited

Victoria Hall, 11 Victoria Street, Hamilton HM 11, Bermuda

*Telephone: (441) 292-4402
Facsimile: (441) 297-9704*

*P.O. Box HM 1826
Hamilton, HM HX, Bermuda*

ENDORSEMENT 38

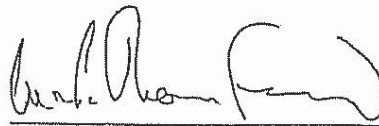
Attaching to Policy 064-1-80101-2005

In respect of The County of Monterey, its Officers, Agents and Employees, it is hereby noted and agreed that as of July 1st, 2005;

- The County of Monterey, its Officers, Agents and Employees are included as additional insureds in the above policy.
- Insurance coverage provided is primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

24 February 2006
Date



Authorized Representative

SAMPLE #4: Endorsement

U-40A

ENDORSEMENT

Additional Premium:

Return Premium:

This endorsement, effective 7-1-05 forms a part of Policy No. MWTB 19225
policy effective date 7-1-05 expiration date 7-1-06 issued to McKesson Corporation
by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

It is hereby understood and agreed that Form CA 20 48 02 99, Designated Insured, is added to this policy on behalf of;

The County of Monterey, its' officers, agents and employees.

It is further agreed that this Insurance is primary and any other Insurance maintained by the additional Insured shall be excess only and not contributing with this Insurance.

All other terms and conditions remain unchanged.

Endorsement #3

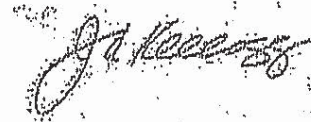
Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This Endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:



Secretary



President

Countersigned at Brookfield, Wisconsin this20th..... day ofApril..... 2006.....



Authorized Representative.

4/20/06