October 22-25, 2026 I Sheraton Boston Hotel

MAIA'S BIG EVENT 2026
Conference & Trade Show
Celebrating Independence!

10/23/2026
9:00 am - 10:00 am

Certificates Of Insurance – They Want What?!

The Concord Group

Certificates of Insurance - They Want What ?!?!?

Catherine Trischan, CPCU, CIC, CRM, ARM, AU, AAI, CRIS, MLIS, TRIP, CBIA
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The Role of the Certificate

- Informational
- Does it change the policy?
- Disclaimer language

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"Given the numerous limitations and exclusions that often encumber such policies, those who take such certificates at face value do so at their own risk."

Via Net v. TIG Insurance Co., 211 S.W.3d 310 (Tex. 2006)

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Disclaimers ACORD 25 (2025/12)

ACORD

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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6

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7

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8

Disclaimers ACORD 25 (2025/12)

NEW IN 2025/12

LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**



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Case	Ruling
Higgins v. H.H.I. Corp., 2011 Mass. Super. LEXIS 360 (Mass. Super. Ct. Mar. 4, 2011)	Unsigned certificate of insurance with disclaimers issued to contractor was not a part of the underlying policy and, consequently, was "inadequate evidence" that the contractor was an additional insured under the subcontractor's policy.



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Case	Ruling
G. Conway, Inc. v. Tocci Bldg. Corp., 18 Mass. L. Rptr. 565 (Mass. Super. Ct. 2004)	Certificate of insurance containing disclaimers was an informational document evidencing the existence of the engineering subcontractor's policy. The certificate did not "extend, amend or alter" the engineering subcontractor's policy. In addition, the certificate of insurance had no effect on the limitation of liability provision in the parties' contract. Accordingly, the certificate of insurance did not govern the amount of the engineering subcontractor's liability, nor did it change the amount of the engineering subcontractor's liability from $50,000 (per the contract's limitation of liability provision) to $2 million (the engineering subcontractor's policy limits).

Certificate Holder Expectations

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I will get an accurate representation of coverage.

- Certificate may include incorrect information.
- Certificate may be issued on a cancelled policy.
- Certificate may include language inconsistent with the policy.
- Aggregate limits may be impaired.

Any important restrictions or exclusions will be disclosed to me.

- Policy exclusions are rarely listed on a certificate.
- Exclusions may be added after the certificate is issued.

Certificate Holder Expectations

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If the certificate says I am additional insured, I am.

- A "Y" in the AI box gives little information.
- Has an endorsement been issued?
- Has the proper endorsement been issued?
- Have the terms of the additional insured coverage been made clear?

I will be notified if the policy cancels.

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Old COI Cancellation Clause

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.



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Current COI Cancellation Clause

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.



15

Cancellation Notice

- Will the insurer add a NOC endorsement?
- Will it apply if insured initiates cancellation?
- Will it apply to non-pay cancellation?

16

Insured Misconceptions

If my broker issues a certificate, I'm in compliance with the requirements of the certificate holder.

Policies rarely conform exactly to contracts

- Outdated contract language
- Unrealistic requirements
- Required coverage is more than the insured carries.

If the certificate holder accepts the certificate, I don't have to worry about the contract requirements.

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Common Contract Language:

Contractor shall not be obligated to review the Certificate of Insurance or other evidence of insurance, or to advise the Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Subcontractor from, nor be deemed a waiver of Contractor's right to enforce the terms of the Subcontractor's obligations hereunder.



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Acord 25 – Certificate of Liability Insurance

- Issue forms in compliance with Acord's Forms Instruction Guide (FIG)
- Do not use for auto/equipment lessors/finance companies

To provide information to the owner of a leased motor vehicle or equipment, or the lender about both liability and physical damage or property coverages applying to a vehicle or equipment, use ACORD 23, Vehicle or Equipment Certificate of Insurance.



Acord 25 – Certificate of Liability Insurance

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	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:

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Acord 25

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- **Insurer information**

  The insurer's full legal company name(s) as found in the file copy of the policy…This is not the insurer's group name or trade name.

- **Insured information**

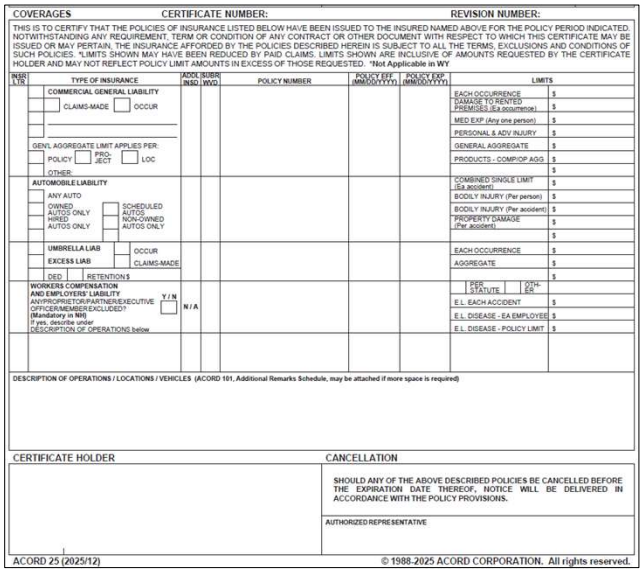
  The named insured(s) as it/they will appear on the policy declarations page.

- **National Association of Insurance Commissioners (NAIC) #**



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Acord 25



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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY $
	POLICY PRO-JECT LOC						GENERAL AGGREGATE $
	OTHER:						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT $
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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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Acord 25

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY $
	POLICY PRO-JECT LOC						GENERAL AGGREGATE $
	OTHER:						PRODUCTS - COMP/OP AGG $
							$



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Acord 25

CGL

- Claims Made/Occurrence
- Open options
  - *Indicates other coverage not found on the form exists for the general liability policy.* (check box)
  - *The description of other coverage (not the limit) on the general liability policy. Any questions about appropriate limits or applicable policy coverage(s) should be answered by the issuing insurer(s).* (field box)



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Acord 25

CGL Open Options

Which are appropriate/inappropriate to include?

- Blanket Contractual
- Blanket Additional Insured
- x,c,u included
- Professional liability if part of the CGL form
- Separate professional liability coverage
- Liquor Liability if part of the CGL form (e.g. via endorsement)
- Separate Liquor Liability
- Non-Owned and Hired Auto if part of the CGL form
- Employee Benefits Liability
- What else have you seen?



25

Acord 25

CGL

- How does the general aggregate apply?
  - Designated Location(s) General Aggregate Limit CG 25 04 05 09
  - Designated Construction Project(s) General Aggregate Limit CG 25 03 05 09
- Is there an overall policy aggregate?



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Acord 25

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$



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Acord 25

- **Additional Insured - Y or N**

  Enter Y for a "Yes" response. Input N for "No" response. Indicates if the certificate holder has been named as an additional insured on the general liability policy.

- **Waiver of Subrogation- Y or N**

  Enter Y for a "Yes" response. Input N for "No" response. Indicates if subrogation has been waived on the general liability policy.

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"Blanket" Additional Insured

Commonly Used Language

XYZ is included as additional insured if required by written contract.

What do you think?

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Blanket" Additional Insured

The NYDFS provides the following sample language to address "blanket" or "automatic" additional insured situations:

"Named Entity is an additional insured to the extent covered by the CG 20 33 ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS—AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU endorsement"

"ABC Company is an additional insured if required by written contract, per endorsement number XX XX XX (copy attached)" or

"ABC Company would be covered as an additional insured per endorsement X, to the extent provided therein."

NOTE: This language may not be acceptable in all states. Know the COI law!

30

Acord 25

- **Policy Number**
- **Effective Dates**

  The date on which the terms and conditions of the policy commence/ will expire.

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Acord 25

Policy Limits

e.g. The general liability, each occurrence limit amount. Any questions about appropriate limits or applicable policy coverage(s) should be answered by the issuing insurer(s). As used here, the limit should be listed as a whole dollar amount, as governed by the policy.



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Acord 25

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$



33

Acord 25

Auto

- Which box(es) to check
- Leased/Financed Autos (use Acord 23)

Umbrella/Excess Liability

- Umbrella or Excess Liability
- Claims Made or Occurrence
- Deductible or Retention
- Limits

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Acord 25

- **Umbrella/Excess Additional Insured – Y or N**
  Enter Y for a "Yes" response. Input N for "No" response. Indicates if the certificate holder has been named as an additional insured on the umbrella/excess liability policy. Place a "Y" next to each coverage where an additional insured endorsement has been issued or for umbrella/excess where there is an additional insured on the underlying primary policy and this umbrella/excess is follow form

- **Umbrella/Excess Waiver of Subrogation – Y or N**
  Enter Y for a "Yes" response. Input N for "No" response. Indicates if subrogation has been waived on the excess policy. For umbrella/ excess, place a "Y" next to each coverage where subrogation has been waived on the underlying primary policy and this umbrella/ excess is follow form.

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Acord 25

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$



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Acord 25

WC

- Per Statute or Other?
- Employers' Liability Limits
- Is anyone excluded?
- Is subrogation waived?

Other <u>Liability</u> Policies



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Acord 25

- **Description of Operations/Locations/ Vehicles**

  The Certificate of Liability Insurance general remarks. The additional comments or special conditions that may exist upon the policy. Acord 101, Additional Remarks Schedule, may be attached if more space is required. As used here, records information necessary to identify the operations, locations and vehicles for which the certificate was issued.

- **Authorized Representative**



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Acord 25

Description of Operations/Locations/Vehicles

They want me to say WHAT?!?!?!?!?!?

- Option 1 - Resist
- Option 2 - If resistance is futile, proceed with caution!



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Acord 25

- Make sure that any language added is not a violation of state certificate of insurance laws.
- Make sure that any language added is not contrary to any directives issued by the insurance carriers.
- Make sure that any statement added is truthful.
- Do not attempt to explain coverage.
- Do not paraphrase policy language.
- Do not warrant that coverage complies with a contractual requirement.
- Do not warrant that coverage applies to a hold harmless/indemnification agreement.
- If it's not on the policy, don't put it on the certificate!
- Be prepared to justify your decision to use particular language.
- Have agency guidelines concerning what is acceptable and not acceptable to include on a certificate of insurance.

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DOO – Let's Practice

Contractual Liability is included.

- Is this better? CGL contractual liability is per the terms of the CG 00 01 04 13 as modified by the CG 24 26 04 13.

The CGL policy covers residential work.

- Is this better? No endorsements that exclude coverage for residential work have been added to the CGL policy.

Umbrella/Excess is follow form.

- Is this better? (If the form calls itself follow form) Excess Liability is follow form per the terms of coverage form XS 00 00 00 00.

30 days notice of cancellation will be provided.

- Is this better? Notice of cancellation will be provided per the terms of endorsement NC 00 00 00 00 (copy attached)

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State COI Laws/DOI Bulletins

What may be addressed:

- What can and can't be done
- Which COI forms can be used
- To whom the law applies
- What the penalties are



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General Laws – Part I – Title XXII - Chapter 175L
Section 2: Prohibitions for use of certificate form; limitations of certificate

(a) The commissioner shall prohibit the use of a certificate form if the form:
  (i) is unfair, misleading, deceptive or violates public policy; or
  (ii) violates any law or regulation.

(b) A certificate of insurance shall not be represented as nor construed to be a policy of insurance and may not affirmatively or negatively amend, extend or alter the coverage afforded by the policy to which the certificate of insurance makes reference. A certificate of insurance shall not confer to any person new or additional rights beyond what the referenced policy of insurance expressly provides.



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General Laws – Part I – Title XXII - Chapter 175L
Section 3: False or misleading information in certificate

(a) No person shall:

(i) knowingly prepare, issue, request or require the issuance of a certificate of insurance that contains any false or misleading information concerning the policy of insurance to which the certificate of insurance makes reference; or

(ii) prepare, issue, request or require the issuance of a certificate of insurance that purports to affirmatively or negatively alter, amend or extend the coverage provided by the policy of insurance to which the certificate of insurance makes reference.

(b) A certificate of insurance may not warrant that the policy of insurance referenced in the certificate comply with the insurance or indemnification requirements of a contract and the inclusion of a contract number or description within a certificate of insurance may not be interpreted as doing so.





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General Laws – Part I – Title XXII - Chapter 175L
Section 4: Notice of cancellation, nonrenewal or material change; terms and conditions not to be altered by certificate

A person shall be entitled to notice of cancellation, nonrenewal or any material change and to any similar notice concerning a policy of insurance only if the person has such notice rights, under the terms of the policy of insurance or any endorsement to the policy. The terms and conditions of the notice shall be governed by the policy of insurance or endorsement and shall not be altered by a certificate of insurance.





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General Laws – Part I – Title XXII - Chapter 175L
Section 5: Application of chapter; certifications in violation of chapter null and void

(a) This chapter shall apply to all certificates of insurance issued in connection with property, operations or risks located in the commonwealth regardless of where the policyholder, insurer, insurance producer or person requesting or requiring the issuance of a certificate of insurance is located.

(b) A certificate of insurance or any other document or correspondence prepared, issued, requested or required in violation of this chapter, as determined by the commissioner, shall be null and void.





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General Laws – Part I – Title XXII - Chapter 175L
Section 6: Investigation into prohibited practices; penalty

(a) The commissioner shall examine and investigate the activities of any person that the commissioner reasonably believes has been or is engaged in an act or practice prohibited by this chapter.

(b) The commissioner shall enforce this chapter and may issue orders to cease and desist and impose fines of up to $500 per violation against any person who violates this chapter.

(c) The commissioner may promulgate rules and regulations as are necessary or proper to implement this chapter.





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- DOI Bulletin No. 2015-02
- DOI Bulletin No. 2011-07

Thank You For Attending!

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COMMONWEALTH OF MASSACHUSETTS
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DANIEL R. JUDSON
COMMISSIONER OF INSURANCE

BULLETIN 2015-02

To: Insurance Companies Offering Insurance Policies in Massachusetts and Insurance Producers

From: Daniel R. Judson, Commissioner of Insurance

Date: May 8, 2015

Re: Implementation of Massachusetts General Laws Chapter 175L, Concerning Certificates of Insurance

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The Division of Insurance ("Division") issues Bulletin 2015-02 ("Bulletin") to provide guidance with respect to the implementation of Massachusetts General Laws Chapter ("Chapter") 175L, concerning the issuance of a certificates of insurance in the Commonwealth.

Background and Summary

Chapter 175L becomes effective on April 7, 2015. The purpose of this law is to regulate and standardize the practice of using certificates of insurance. Chapter 175L defines a certificate of insurance as "a document or instrument, regardless of how titled or described, that is prepared or issued by an insurer or insurance producer as evidence of property or casualty insurance coverage. The term shall not include a policy of insurance, insurance binder, policy endorsement or automobile insurance identification or information card." Chapter 175L explicitly regulates certificates of insurance for the first time in Massachusetts.

Chapter 175L codifies that the long-time rule that insurance certificates may not modify the terms or conditions of the underlying insurance policies that they evidence. In this regard, Chapter 175L requires that all certificates of insurance must be both true and accurately reflect the policy they represent, and mandates that no one may knowingly prepare, issue or require the issuance of a certificate of insurance that contains any false or misleading information or that alters, amends or extends the coverage provided by the underlying referenced policy. This law applies to all certificates issued in connection with property, operations or risks located in Massachusetts, regardless of where the certificate holder, policy holder, insurer, or insurance agent is located.

A certificate of insurance that violates the requirement of Chapter 175L will be deemed to be null and void. Under the law, the Commissioner of Insurance ("Commissioner") is authorized to examine and investigate the activities of any person that the Commissioner reasonably believes has been or currently is engaged in an act prohibited by Chapter 175L. Additionally, Chapter 175L grants the Commissioner the authority to enforce the law by imposing a fine of up to $500 per violation.

Key Provisions of Chapter 175L

- A certificate of insurance encompasses any document or instrument evidencing property or casualty insurance coverage issued by an insurer or insurance producer;
- A certificate of insurance may not "amend, extend or alter the coverage afforded by the policy it evidences;"
- A certificate cannot create any new or additional rights outside the referenced policy;
- No one may knowingly prepare, issue, request or require any false or misleading information in the certificate of insurance concerning the policy;
- No one may prepare, issue, request or require certificate of insurance that purports to affirmatively or negatively reference insurance outside the coverage provided by the underlying policy;
- A certificate of insurance may not warrant that any insurance or indemnification requirements of a contract are fulfilled by the underlying policy of insurance;
- A cancellation notice reference on the certificate of insurance does not create any right to receive notice of cancellation, non-renewal or material changes to a policy unless the terms of the policy or endorsement so provide.

The Division suggests that producers and others that prepare certificates of insurance establish specific procedures to ensure that all certificates of insurance that are issued accurately evidence the property or casualty insurance coverage at issue, and do not alter, amend or extend the coverage provided by the underlying referenced policies. In this regard, the Division further notes that Chapter 175L extends the jurisdictional authority of the Commissioner to third parties and prohibits such third parties from requesting or requiring that a Certificate of Insurance contain false or misleading coverage.

Any questions regarding this Bulletin should be directed to Robert A. Whitney, Deputy Commissioner and General Counsel, at (617) 521-7308, or robert.a.whitney@state.ma.us.

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BULLETIN 2011-07

To: **Insurance Companies Offering Insurance Policies in Massachusetts and Their Insurance Producers**

From: **Joseph G. Murphy, Commissioner of Insurance**

Date: **April 4, 2011**

Re: **Certificates of Insurance, Evidence of Coverage Forms and Binders**

Certificates of insurance, evidence of coverage forms and binders (collectively hereafter referred to as "certificates of insurance") are intended to summarize insurance policies, including liability limits, in lieu of providing the actual polices to insureds or third parties as proof of coverage. The Massachusetts Division of Insurance ("Division") has been informed, however, that some insurance companies and insurance producers are being asked to provide certificates of insurance that purport to amend, extend or otherwise alter the terms of insurance provided by the underlying policy. The purpose of this Bulletin is to advise insurers and insurance producers that certificates of insurance are not the proper method by which to amend a policy, that amending such certificates of insurance may create an errors and omissions exposure, and that this activity may violate the Massachusetts insurance laws.

Certificates of insurance are not actual policies of insurance, and as certificates of insurance, they do not and cannot be used to amend, extend, or alter insurance coverage afforded by the underlying policies. Massachusetts law, specifically M.G.L. c. 175, §§ 2B and 192, requires that all insurance policy forms, as well as riders, endorsements and applications designed to be attached to such policy forms, be filed with the Division. When an insurer or insurance producer executes a certificate of insurance that attempts to do more than merely offer a synopsis or summary of the policy, the insurer or producer risks the creation of obligations that are not payable by the underlying policy. This action may violate M.G.L. c. 175, § 181 and M.G.L. c. 176D, § 3(1)(a) which prohibit the misrepresentation of the terms or benefits of any insurance policy. This action also may violate M.G.L. c. 176D, § 3(9)(a), which makes it an unfair

claim settlement practice to misrepresent the "pertinent facts or insurance policy provisions relating to coverages at issue." Moreover, should the additional terms and conditions contained in the certificate of insurance be in conflict with, or otherwise alter, the policy forms, riders, endorsements or applications the insurer has filed with the Division, the insurer and/or insurance producer may have violated M.G.L. c. 175, § 2B by issuing, delivering or otherwise using a policy form that has not been filed with the Division.

An insurer or insurance producer who issues a certificate of insurance that attempts to amend, extend, or otherwise alter the insurance policy or otherwise intentionally misrepresents the terms of an actual or proposed insurance policy may be in violation of these, and other, insurance statutes. As such, insurers and insurance producers may not execute or otherwise issue a certificate of insurance that includes any statements or language that purport to amend, extend, or alter coverage or indicate that a certificate holder has a right to notice of cancellation, nonrenewal, or any similar notice not specifically contained in the underlying policy. This prohibition applies to certificates of insurance, as well as all other documents that do not purport to be certificates of insurance, such as a formal opinion or other document issued or signed by an insurer or an insurance producer.

The Division urges all insurance companies to forward a copy of this Bulletin to their appointed insurance producers and customer service representatives and to remind them of the consequences of providing improper certificates of insurance. Further, the Division urges all insurers to provide thorough instructions to their appointed insurance producers on how they should meet client expectations, and which expectations they cannot meet under the law.

If you have any questions concerning this Bulletin, please contact Ed Charbonnier, Director of Policy Form Review, at (617) 521-7481 or at edward.charbonnier@state.ma.us.