



Extralegal Truck Permit Insurance Requirements

Before applying for an Extralegal Truck Permit, insurance for the permittee must be on file with SFMTA's Extralegal Truck Permit department. Applicants must submit both a **Certificate of Insurance and an additional insured policy endorsement for Auto Liability**.

Please see # 8 of our permit conditions for the details about our insurance requirements:

8. Prior to issuance of an extra legal load truck permit, the permittee shall provide a copy of the insurance certificate **and copies of additional insured policy endorsements** with Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-Owned and Hired Vehicles, as applicable and including as additional insured the City and County of San Francisco, its officers, agents, and employees, providing 30 days prior written notice of cancellation, as required by the San Francisco Municipal Transportation Agency.

The address on the certificate should be:

SFMTA
1 South Van Ness Ave., 7th Floor
San Francisco, CA 94103-5417
Attn: Extralegal Truck Permits

We require an **additional insured policy endorsement for auto liability** in addition to the certificate. It is not enough to just have the wording on the certificate itself. The language for the additional insured endorsement should be: **“City and County of San Francisco, its officers, agents and employees”** or **“Per Written Contract”** The policy number must also be on the endorsement.

Sample insurance documents in a variety of common forms are provided below for your convenience. While these samples illustrate common forms, we will accept other forms so long as they meet the requirements as described on this page.

Please contact us at truckpermits@sfmta.com or (415) 646-2131 if you have any questions.



SAMPLE - CERTIFICATE OF INSURANCE

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.

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.

PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, Name of Insured Matches Company on Permit, INSURER A, B, C, D, E, 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

Policy Is Current

Policy # Matches Endorsement

Covers, Owned, Non-Owned, and Hired Autos

\$500,000 Minimum

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

Correct Address

30 Days Notice of Cancellation

CERTIFICATE HOLDER: SFMTA, 1 South Van Ness Avenue, 7th Floor, San Francisco, CA 94103, ATTN: Extralegal Truck Permits. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE

ADDITIONAL INSURED ENDORSEMENT - SAMPLE #1

POLICY NUMBER: #####

Policy Number
Matches Certificate

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Modifies
Auto Liability Policy

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:

Endorsement is Current

Named Insured:

Name of Insured Matches Company on Permit

SCHEDULE

Name of Person(s) or Organization(s):

CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS, AND EMPLOYEES

OR

WHERE REQUIRED BY WRITTEN CONTRACT

Language Meets
Requirements

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

ADDITIONAL INSURED ENDORSEMENT - SAMPLE #2

POLICY NUMBER: #####

← Policy Number
Matches Certificate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

← Endorsement Modifies
Auto Liability Policy

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured Name of Insured Matches Company on Permit	Endorsement Effective Endorsement is Current
	Endorsement Number

SCHEDULE

Policy Expiration Date:

Name of Additional Insured:

CITY AND COUNTY OF SAN FRANCISCO,
ITS OFFICERS, AGENTS, AND EMPLOYEES
1 SOUTH VAN NESS AVENUE, 7TH FLOOR
SAN FRANCISCO, CA 94103

← Language Meets
Requirements

Description of Covered "Auto(s)":

**APPLIES TO ALL TRUCKS, TRACTORS & TRAILERS OWNED, LEASED, HIRED,
RENTED, OR BORROWED WHICH ARE USED BY THE NAMED INSURED**

- A. Section II - Liability Coverage, Paragraph A. Coverage, Subparagraph 1. Who is an Insured is changed to include as an "insured" the person or organization shown in the SCHEDULE on this endorsement only if they are liable for the conduct of an "insured" shown in the Who is an Insured provisions and only to the extent of that liability.
- B. Coverage provided by this endorsement applies to "auto(s)" described in the SCHEDULE on this endorsement.
- C. The coverage provided by this endorsement ends when the Additional Insured is not liable for your conduct or the Policy Expiration Date, whichever occurs first.
- D. The Additional Insured shown in the SCHEDULE on this endorsement is covered for an amount up to the Limit of Insurance required in an agreement with you or the policy's Limit of Insurance, whichever is less.
- E. Any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.

ADDITIONAL INSURED ENDORSEMENT - SAMPLE #3



Additional Insured Endorsement

Name of Person or Organization

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
CITY & COUNTY OF SAN FRANCISCO
IT'S OFFICERS, AGENT, AND EMPLOYEES
ONE SOUTH VAN NESS AVE 7TH FLOOR
SAN FRANCISCO, CA 94103

Correct Language

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liabilit,	each accident	
General Liability	each Occurrence	
	General Aggregate	

Products/Completed Operations Aggregate

Personal and Advertising Injury

Damage to Premises Rented to You

Medical Expense (any one person)

All other terms, limits and provisions of this policy remain unchanged.

Policy Number Matches Auto Liability Policy on Certificate

This endorsement applies to Policy Number: #####

Issued to (Name of Insured): **Name of Insured Matches Company on Permit**

Effective date of endorsement: MM/DD/YYYY Policy expiration date: MM/DD/YYYY

Form 1198 (01/04)

Endorsement is Current

POLICY # #####

ADDITIONAL INSURED ENDORSEMENT - SAMPLE #4

Policy Number
Matches Certificate

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT EXCESS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Modifies
Auto Liability Policy

With respect to SECTION II – LIABILITY COVERAGE only, Who is An Insured is amended to include as an Additional Insured any person(s) or organization(s) whom you are required to add to this policy as an Additional Insured under a **written agreement** in effect or becoming effective during the policy period. This insurance applies only to "bodily injury" and "property damage" that occurs subsequent to execution of the written agreement and subsequent to the issuance of a certificate of insurance indicating such person(s) or organization(s) as Additional Insured(s).

Language Meets
Requirements

The insurance provided hereby to the Additional Insured(s) is limited as follows:

1. The coverage afforded hereby is excess over any other valid and collectible insurance, whether such other insurance is primary, excess, contingent, or otherwise. Where the Additional Insured has valid and collectible insurance in excess of a self-insured retention, this insurance is excess over the combined limits of such insurance and the self-insured retention. Where the Additional Insured does not have valid and collectible insurance applicable to a claim that would be covered by the policy, the Additional Insured shall have a self-insured retention of the first million dollars of any covered loss and the insurance afforded hereby shall be excess over such self-insured retention.
2. The coverage afforded hereby to such Additional Insured is limited to imputed liability specifically resulting from the conduct of the Named Insured for which the Additional Insured was held liable.
3. The limits of insurance applicable to the insurance afforded hereby are those specified in the written agreement or in the Declarations or Schedules of this policy, whichever is less. The limits of insurance applicable to the insurance afforded hereby are not inclusive and not in addition to the limits of insurance shown in the Declarations or Schedules of this policy.
4. Any coverage provided under this endorsement for any Additional Insured will never be broader than coverage provided to any Named Insured.

Any other policy terms, conditions, limitations, exclusions, and definitions apply to this endorsement.

POLICY #: #####

COMMERCIAL AUTO

Policy Number
Matches Certificate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Modifies
Auto Liability Policy

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

Language Meets
Requirements