

EXHIBIT C
INSURANCE REQUIREMENTS

Permittee shall maintain in effect during the term of this Permit, the policies of insurance in the amounts as required by any Federal, State or Local laws or Regulatory Agencies, including, but not limited to, the California Public Utilities Commission, now in effect or hereafter enacted. A Permittee not regulated by the above mentioned Federal, State or local Regulatory Agencies, including the California Public Utilities Commission, shall maintain in effect during the term of this Permit the policies of insurance in the amounts as designated below.

Notification from any Federal, State or Local Regulatory Agency, including the California Public Utilities Commission, of the expiration, revocation, or cancellation of the required policies of insurance in the amount required by said Agency may result in the suspension and/or revocation of this Permit per Article 9 of this Permit.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) including products and completed operations; and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

II. Minimum Limits of Insurance

Permittees other than TNCs shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Minimum limits of not less than the amounts listed below, combined single limits for bodily injury and property damage

<u>Seating Capacity</u>	<u>Minimum Limits</u>
Taxicabs	\$500,000
One (1) through seven (7) seats including the driver	\$750,000
Eight (8) through fifteen (15) seats including the driver	\$1,500,000
Sixteen (16) seats or more	\$5,000,000

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City.

IV. Endorsements

All of the following endorsements are required to be made a part of each of the above required policies as stipulated below (and any Excess Liability policy shall be identified on the Certificate of Insurance in the "following form"):

1. General Liability and Automobile Liability Coverages
 - a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Permittee.
 - b. The Permittee's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
 - d. For "Scheduled Auto" type of coverage, Permittee's insurance company must send a list of vehicles covered under the policy prior to the commencement of operation and must send revised list of vehicles covered under the policy within 30 days of any change in the list of covered vehicles.
 - e. Coverage shall state that the Permittee's insurance shall apply separately

to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- f. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.
 - g. Include as 'Certificate Holder', Department of Aviation, San Jose Mineta International Airport, 1701 Airport Boulevard, Suite B-1130, San Jose, California 95110-1206.
 - h. City requests, but does not require, that Permittee include the above referenced endorsements in any Commercial General Liability policy that Permittee may have.
2. Workers' Compensation and Employers' Liability

Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

V. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

VI. Verification of Coverage

Permittee shall furnish the City with certificates of insurance and endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Permittee's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov

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