The IUC Insurance Consortium encourages the IUC-IC Members to utilize the following guidelines in an effort to properly transfer contractual risk as well as support equitability among the members of the Consortium. These are guidelines only and members should evaluate based on the contract being entered into with the University. If you have any questions, contact your University’s Risk Manager.

Overview

Service provider shall provide and maintain, until all of their obligations, including any warranty periods under this Project, are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Project and in no way limit the indemnity covenants contained for the Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Service Provider from liabilities that might arise out of the performance of the work under this Contract by the Service Provider, its agents, representatives, employees or subcontractors, and Service Provider is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Service Provider shall procure and maintain the minimum insurance coverage’s set forth below; however, refer you to the attached matrix for additional limit considerations based upon the type of contract you are entering into.

1. Commercial General Liability
   Policy shall include bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and sexual molestation/abuse if vendor is interacting with minors.
   - Each Occurrence $1,000,000
   - General Aggregate Accrual $2,000,000
   - Products – Completed Operations Aggregate Accrual $2,000,000

2. Business Automobile Liability
   Bodily Injury and Property Damage for any owned, leased, hired and non-owned vehicles used in the performance of this Project.
   - Combined Single Limit $1,000,000

3. Workers’ Compensation/Employers’ Liability
   Workers’ Compensation for losses arising from work performed by or on behalf of the Service Provider.
   - State Fund or Self-Insurance Statutory
   - Proof of Employers’ Liability $ 500,000
4. **Professional Liability (Errors and Omissions) – if applicable**
   Policy for licensed or certified professionals, such as accounts, architects, consultants, and investment consultants. Policy shall be appropriate to the Service Provider’s profession, and coverage shall be maintained for a period of three-years after contract term, if coverage is on a claims-made basis.
   - Each Occurrence $1,000,000
   - General Aggregate $2,000,000

5. **Liquor Liability – if applicable**
   Policy for Service Provider distributing, selling or serving alcoholic beverages.
   - Each Occurrence $1,000,000
   - General Aggregate $1,000,000

6. **Crime Coverage – if applicable**
   Policy for Service Provider with access to cash or payments, networks, or outsourced services such as custodial, building management, dining, etc.
   - Single Loss $500,000

7. **Cyber Liability – if applicable**
   Policy for Service Provider who has access to credit card information, student or employee records, health records, or any other Personally Identifiable or Protected Health information.
   - Each event including Breach Response or Event Services $1,000,000

8. **Pollution Liability – if applicable**
   Policy for a Service Provider working with pollutants, coverage should include coverage for 3rd party claims and clean-up.
   - Each Incident $1,000,000

B. **ADDITIONAL REQUIREMENTS:** All Policies shall meet the below requirements
   a. Shall be endorsed on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
   b. Shall be written on an occurrence basis (professional and pollution liability can be on a claims-made basis). Exceptions should be noted to University
   c. Shall be endorsed to include University and its governing board, officers, agents and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Service Provider. This is evidenced on the Certificate of Insurance as well as a copy of the endorsement to the Service Provider’s insurance.
d. Shall contain a waiver of subrogation in favor of University and its governing board, officers, agents and employees for losses arising from work performed by or on behalf of the Service Provider.

e. Limits can be met with a combination of primary and/or excess/umbrella coverage or equivalent.

f. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this project.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the University. Such notice shall be sent directly to the University Risk Management department.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Ohio with an “A.M. Best” rating of not less than A- VII.

E. **VERIFICATION OF COVERAGE:** Service Provider shall furnish the University with certificates of insurance (ACORD form or equivalent) as required by this Project, along with a copy of the policy endorsement evidencing said change upon request. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Employers covered for Worker’ Compensation through the State Fund shall provide a copy of their current “Certificate of Premium Payment” to evidence they have coverage.

All certificates and endorsements are to be received and approved by the University before work commences. Each insurance policy required by this Project must be in effect at or prior to commencement of work under this Project and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Project, or to provide evidence of renewal, is a material breach of contract.

F. **SUBCONTRACTORS:** Service Providers’ certificate(s) shall include all subcontractors as insureds under its policies or Service Provider shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **DOCUMENT SUBMISSION:** Certificates of Insurance, copies of endorsed policies, notices of cancellations, and any other documentation as required by the insurance provisions of this Project shall be sent to University.