



CHAPMAN UNIVERSITY RISK MANAGEMENT

NOTICE TO CONTRACTORS / CONSULTANTS / VENDORS / FACILITY USERS

Chapman University requires Certificates of Insurance from (1) Contractors, (2) Vendors, (3) Other parties that provide services to or on behalf of the University, and (4) Various Parties that use Chapman University facilities. All such parties shall furnish to the University PRIOR to commencement of work or activity, an Acord™ **Certificate of Insurance** (COI), or other similar document at the discretion of Chapman University Risk Management, stating that there is insurance in effect with the minimum limits described herein.

NOTE: At the discretion of Chapman University (due to the nature of the contract, activity, event or the number of people in attendance) higher limits or other requirements may be specified. All completed Certificates should be sent to the attention of the contracting party at Chapman University, at the address shown below, with a copy sent by email to risk@chapman.edu.

ATTN: _____
Name of Department
Chapman University
One University Drive
Orange, CA 92866

Commercial General Liability: (MINIMUM REQUIREMENTS)

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000*

1. The *Certificate of Insurance* (COI) must may be written to accommodate all work (products or services) provided to Chapman University or may be limited to a specific contract, agreement or event. In the event of the later, the COI should provide in the Description of Operations section specific information as to the date and contract/activity/event for which the Certificate is being issued. Coverage must be written on an "occurrence" form and maintained throughout the term of any contract/activity/event.
2. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the subject contract/project, or the general aggregate limit shall be at least twice the required occurrence limit. *The minimum General Aggregate may be increased from \$2,000,000 to \$3,000,000 or more at the request of Chapman University Risk Management.
3. Cyber liability coverage, if required under the terms of an Agreement must be provided either within the General Liability policy form or by separate policy that provides third-party cyber-liability and first-party cyber-crime coverage's that covers direct loss, legal liability, and consequential loss resulting from cyber security breaches with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

4. Sexual misconduct liability coverage, if required under the terms of an Agreement, must be provided with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
5. Host liquor liability, if required under the terms of an Agreement must be provided with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
6. The Certificate of Insurance must provide coverage for completed as well as ongoing operations. Coverage limited to ongoing operations is not acceptable.
7. By endorsement, the policy must stipulate that for any claims related to any project, insurance coverage shall be primary and non-contributory as respects Chapman University, its trustees, officers, employees, representatives and assigns. Any insurance or self-insurance maintained by Chapman University, its trustees, officers, employees, or assigns shall be excess of the Contractor's insurance and shall not contribute.
8. By endorsement the policy must reflect "Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to liability arising from operations of the named insured." Cross liability coverage must be provided.
9. By endorsement, the policy must reflect *Waiver of Subrogation* in favor of Chapman University.

Business Automobile Liability: (MINIMUM REQUIREMENTS)

Commercial Entities: Business automobile liability with a combined single limit of not less than \$1,000,000 per occurrence. Transportation providers including bus, van, car, or limousine providers must provide evidence of limits of not less than \$5,000,000 per occurrence. Bus companies, in connection with vehicles configured to seat 20 or more persons shall require limits of \$10,000,000 per occurrence, combined single limit. Any losses that may impact more than 25% of the aggregate limit must be disclosed to Chapman University Risk Management in advance of any contract for services. For Individuals providing products or services, but not transporting Chapman University passengers: Liability of \$100,000 per person / \$300,000 per occurrence; property damage of \$50,000 per occurrence.

Certificate will provide evidence of coverage arising out of automobiles owned, leased, hired or borrowed by or on behalf of the party; and with respect to liability arising out of work or operations performed by or on behalf of the party, including materials, parts or equipment furnished in connection with such work or operations.

Garagekeepers Legal Liability:

This coverage is required of firms that provide service to the University, primarily in connection with valet parking. Garagekeepers coverage is an optional line that must be specifically purchased by the named insured that provides the insured with protection for loss to a customer's auto left in the insured's care, custody or control. The policy clarifies that by saying, "while the insured is attending, servicing, repairing, parking or storing it in your garage operations."

Minimum Required Limit: \$1,000,000

Workers Compensation and Employer's Liability Insurance: (MINIMUM REQUIREMENTS)

Worker's Compensation - Statutory – As required by law in the State of California

By endorsement the policy must reflect Waiver of Subrogation in favor of Chapman University.

The Contractor shall assure that all subcontractors provide workers' compensation coverage as described herein.

Employer's Liability, unless otherwise approved by Chapman University Risk Management:

\$1,000,000 Bodily Injury by Accident - Each Accident

\$1,000,000 Bodily Injury by Disease - Policy Limit

\$1,000,000 Bodily Injury by Disease - Each Employee

For a business that that does not have employees, and is not required under law to provide statutory benefits, this status may be documented by using the Certificate of Exemption Certifying No Employees found at the end of this document. Note that for Chapman University's purposes, in most instances subcontracting is not a suitable means of avoiding this statutory requirement. Also note that in California, any for-profit business is required to cover volunteers for purposes of workers' compensation.

Professional Liability

If the contract involves the delivery of architectural, engineering, or other professional services, rendered by licensed professionals, evidence of professional liability (errors and omissions) insurance with a limit of \$1,000,000 per occurrence must be provided. Required limits for construction-related contracts may be higher. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Umbrella or Excess Liability Insurance

Umbrella or excess liability insurance may be used to achieve the above minimum liability limits or satisfy higher limits as may be required by Risk Management. The Umbrella or excess liability insurance policy must be endorsed to Chapman University as being "As Broad as Primary Policy".

Endorsements

When required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.

Claims Activity

Consultant/Contractor shall prior to execution of any Agreement for services, if so requested by the University, and whether so requested or not, Consultant/Contractor shall, at any time said Agreement remains in force, promptly furnish the University loss information concerning all liability claims brought against Consultant/Contractor (or any other insured under Consultant/Contractor required policies), that may affect the amount of liability insurance available for the benefit and protection of the University under any contract/agreement with the University. Such loss information shall include such specifics and be in such form as University may require.

Policy Cancellation

The Contractor or Vender shall agree that except for ten (10) days notice for non-payment of premium, should any of the required policies be canceled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail 30 days' written notice to Chapman University. At the discretion of Chapman University Risk Management, insurer notice under policy endorsement may be required for construction contracts. Consistent with any such cancellation or limitations in coverage, the Consultant/Contractor will cease all activities under the Agreement until any such matter is remedied. Each COI shall specify that **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

Deductibles and Self-Insured Retentions

Insurance shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Chapman University. Such approval shall not relieve you from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by Chapman University Risk Management.

Approved Insurer

Each insurance policy shall be issued by an insurance company or companies authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made. All such insurers must maintain a rating by A.M. Best as "(A-) IX" or better. Duly authorized self-insurers and alternate insurance mechanism such as Self-Insured Public Entities and Joint Power Authorities (JPA) can be utilized subject to the approval of University Risk Management.

Subcontractors and Vendors

The Contractor shall maintain Certificates of Insurance in conformance with the above requirements for all subcontractors or other parties providing service under this contract. The contractor's policy should include Owners' or Contractors' Protective Liability Coverage, providing for payment on behalf of the insured of all damages the insured becomes legally obligated to pay due to bodily injury or property damage caused by an occurrence rising from operations performed for the named insured by independent contractors and acts or omissions of the named insured in connection with his/her general supervision of such operations

Evidence of Insurance

Proof of the required insurance is evidenced by a Certificate of Insurance on an Acord™ form, or other form acceptable to Risk Management, provided by your insurance agent or broker. This form must be in the possession of Chapman University before the work or activity starts. The Certificate of Insurance shall be filed with the contract so that it can be found in the event of a loss.

General Insurance Requirements

The insurance limits listed in this document should be considered to be the minimum required. Chapman University Risk Management may make exceptions (for higher or lower limits) if it is determined that the exposure is more or less than contemplated by these requirements. Exposures related to aircraft, watercraft, professional liability, cyber liability, hazardous activities and work with minors will require additional insurance and/or higher insurance limits.

For any claims related to any project, your insurance coverage shall be primary insurance as respects Chapman University, its trustees, officers, employees, representatives and assigns. Any insurance or self-insurance maintained by Chapman University, its trustees, officers, employees, or assigns shall be excess of the Contractor's insurance and shall not contribute. All required liability policies shall provide cross-liability coverage.

Completed Certificate of Insurance (COI)

Provide a completed *Certificate of Insurance* using an ACORD 25 form or other form providing the same information in substantially the same format and acceptable to Chapman University.

- Endorsements issued by the insurer must be provided for Additional Insured, Primary/Non-Contributory, and Waiver of Subrogation. Reference should be made to same on the COI, but the actual separate endorsement must be provided. If the policy provides “blanket additional insured status when contractually required,” evidence of same should be provided.
- Special instructions or terms or limitations to coverage. If coverage is limited to a specific project, the COI should stipulate.
- Chapman University listed as the certificate holder.
- Signature of the insurer’s agent or representative and date.

Contact Information

For more information, contact: Allan F. Brooks, CPCU, ARM, Director, Risk Management
Chapman University, One University Drive, Orange, CA 92866
Phone: 714-532-7794 --- abrooks@chapman.edu



CHAPMAN UNIVERSITY RISK MANAGEMENT

Certificate of Exemption Certifying No Employees

Vendors to Chapman University that do not directly or through the use of sub-contract agreements employ individuals in the performance of contractual obligations to the University may request a Waiver of the University standard requirement to evidence workers' compensation insurance coverage by certifying that they have no employees. Please complete and return this form to the person/department that you are working with on any service agreements.

Certificate of Exemption Certifying No Employees

I am aware of the provisions of California Labor Code Section 3700, which requires every employer having one or more employees to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

I affirm that at the time of execution of this Agreement and at all times in performing the work identified in this Agreement I do not and will not employ any person in any manner so that I become subject to the Workers' Compensation Laws of California. I also understand that if while performing the work identified herein, if I employ someone so that I become subject to the Workers Compensation Laws of California, the claim of exemption executed under this paragraph will no longer be valid.

I further affirm that if I become subject to the Workers' Compensation Laws of California while performing the work under this Agreement, I will immediately cease work and obtain a Certificate of Workers' Compensation Insurance, submit that Certificate to the University immediately following its effective date, and at all times when performing services under this Agreement maintain the coverage provided by the Certificate in accordance with the law.

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate.

Company Name: _____

Name of Authorized Signer: _____

Signature of Authorized Signer: _____

Date Signed: _____