

Certificate of Insurance (COI) Requirements for Affiliation Agreements

Chapman University has established certain minimum requirements with respect to evidence of insurance in connection with Affiliation Agreements. These requirements are generally mutual, with the expectation that the University and the Site will mutually cooperate in satisfying certain minimum requirements evidencing appropriate insurance coverage. See below for more information. Those below items marked with a [✓] will generally be required/provided and those with an [✗] will generally not be provided or required.

[✓] Commercial General Liability:

Coverage must be written on an “occurrence” form and maintained throughout the term of the Affiliation Agreement.

Each Occurrence \$1,000,000
Products/Completed Operations Aggregate \$1,000,000
Personal and Advertising Injury \$1,000,000
General Aggregate \$2,000,000

[✗] Business Automobile Liability:

Students, faculty and staff will be using their own personal vehicles and are subject to the state’s financial responsibility laws. The University does not insure the personal vehicles of these individuals. We therefore generally do not provide evidence of our Auto insurance and we do not require that sites evidence such coverage.

[✗] Workers’ Compensation and Employer’s Liability Insurance:

Students participating in field placements, clinical rotations, etc. are classified as student learners and under the terms of our affiliation agreements are not considered to be employees of the University or the Site. Since they are not hired by the University as employees and subsequently not on the payroll of the University, we are unable to provide that coverage. Since students are not employees and not covered by workers’ compensation insurance, it is the practice of the University to require that each student participating in a field placement provide evidence of personal health insurance to both the University and the Site.

If the University will have faculty or staff visiting the site, we can provide evidence of workers’ compensation insurance covering those employees. This coverage does not at any time extend to the student. This coverage will provide the Worker’s Compensation statutory benefits as required by law in the State of California. Coverage will also include Employer’s Liability coverage limits as follows:

\$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

[✓] Professional Liability

Each party shall provide to the other party evidence of Professional Liability insurance, covering all activities of the party in connection with the Agreement. All University students performing under the Affiliation Agreement shall separately provide evidence of individual professional liability insurance if so required by the Site. Minimum limits of liability shall be not less than:

\$1,000,000 Each Claim or Occurrence

\$3,000,000 Annual Aggregate If any such insurance is written on a claims-made form, the parties shall agree that prior to the effective date of termination of their respective current insurance coverage, they shall purchase, at their own expense, either a replacement policy annually thereafter having a retroactive date not later than the effective date of the Affiliation Agreement, or tail coverage, with said coverage to be in force for a period of not fewer than 3 years following termination of the Affiliation Agreement for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement.

[X] Umbrella or Excess Liability Insurance

Umbrella or excess liability insurance may be used to achieve the above minimum liability limits. Any such policy must be following form and as broad as the primary policy.

Policy Cancellation

The parties shall agree that 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 provide 30 days written notice to the other party. 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.**

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.

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 the other party, if so requested.

- **The University and/or the Site shall be listed as the certificate holder for any COI that is issued.**
- The *Certificate of Insurance* must specifically reference the general characteristics of the Affiliation Agreement, i.e. name of parties and date.
- Signature of the insurer's agent or representative and date.

Contact Information

For more information, contact:

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