



Ask yourself these questions...

# INSURANCE REFERENCE AID



## INDEPENDENT CONTRACTOR

Does the Contractor meet minimum insurance requirements?

[See example certificate of insurance with minimum insurance requirements.](#)

- ✓ If **YES**, department request COI from Contractor and attach to requisition
- ✗ If **NO**, Procurement consult with Risk Management on behalf of department for guidance and/or request a Liability Waiver



## PROFESSIONAL SERVICE

Is the vendor/independent contractor providing a professional service?

Contractor that is providing a professional service regulated by the State (e.g., architect, doctor, engineer, attorney).

- ✓ If **YES**, Procurement consult Risk Management as additional insurance may be required
- ✗ If **NO**, department request COI with minimum insurance requirements



## CONTACT WITH MINORS

Does the scope of work include contact with minors?

- ✓ If **YES**, Procurement consult with Risk Management on behalf of department as additional insurance may be required
- ✗ If **NO**, department request COI from vendor with minimum insurance requirements



## OFF-CAMPUS SPECIAL EVENT/ FACILITY RENTAL

Are you hosting a large event or renting facilities?

- ✓ If **YES**, Procurement review of contract is required AND consult Risk Management for insurance
- ✗ If **NO**, department request COI with minimum insurance requirements



## AGREEMENTS & MOUs

Are you setting up an agreement or MOU?

- ✓ If **YES**, Procurement review of agreement is required. Procurement may consult with Risk Management on behalf of department if additional guidance is needed
- ✗ If **NO**, department request COI from vendor with minimum insurance requirements



## EQUIPMENT

Is the vendor/independent contractor bringing equipment/instruments?

- ✓ If **YES**, Procurement consult with Risk Management as additional insurance may be required
- ✗ If **NO**, department request COI with minimum insurance requirements

## Insurance Requirements for Independent Contractors

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable)

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

**The State of California, the Trustees of The California State University, California State University, California State University, San Bernardino and auxiliary organization(s) and employees, officers, directors, volunteers and agents (collectively “University”) are to be named as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance

#### Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as The State of California, the Trustees of The California State University, California State University, California State University, San Bernardino and auxiliary organization(s) and employees, officers, directors, volunteers and agents (collectively “University”). Any insurance or self-insurance maintained by the Campus, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

#### Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the Campus.**

**Waiver of Subrogation**

Contractor hereby grants to University a waiver of any right to subrogation which any insurer of said Contractor may acquire against the University by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the University.

**Claims Made Policies (note – should be applicable only to professional liability, see below)**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

**Verification of Coverage**

Contractor shall furnish the University with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsements Page of the CGL policy listing all policy endorsements to University before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**

University reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.

**If Contractor is unable to provide proof of insurance that meets the University's minimum insurance requirements, the Department can request a waiver by submitting the Liability Waiver Request Form along with the Scope of Work to Risk Management (RM). RM will determine whether the insurance requirements can be waived.**

# CERTIFICATE OF INSURANCE

DATE: (MM/DD/YYYY)

<b>PRODUCER</b>  Insurance Agent/Broker Name Insurance Agent/Broker Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW</b>	
<b>NAMED INSURED</b>  Lessee Name Lessee Address City, State & Zip Code	<b>INSURERS AFFORDING COVERAGE</b> Insurer A: Name of Insurance Company Insurer C: Name of Insurance Company (if applicable) Insurer D: Name of Insurance Company (if applicable) Insurer E: Name of Insurance Company (if applicable)	<b>NAIC #</b> NAIC # NAIC # NAIC # NAIC #

## COVERAGES

THIS IS TO CERTIFY THAT THE INSURANCE POLICY LISTED BELOW HAS BEEN ISSUED TO THE ABOVE INSURED NAMED (EVENT HOLDER) FOR THE POLICY PERIOD INDICATED. THE INSURANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES) UNLESS AMENDED AS DESCRIBED IN SPECIAL CONDITIONS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS	
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOCATION	xx1234-567-890	xx/xx/20xx	xx/xx/20xx	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Each occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	\$1,000,000 \$ \$ \$ \$2,000,000 \$ \$
B	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	xx123-4567-890	xx/xx/20xx	xx/xx/20xx	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$
C	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ Enter Amount	xx1234-567-890	xx/xx/20xx	xx/xx/20xx	EACH OCCURRENCE AGGREGATE	\$ \$ \$
D	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under DESCRIPTION OF OPERATIONS below	xx999999	xx/xx/20xx	xx/xx/20xx	<input checked="" type="checkbox"/> WC STATUT-ORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT E.I. DISEASE – EA EMPLOYEE E.I. DISEAS – POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED**

## CERTIFICATE HOLDER

## CANCELLATION

CSU San Bernardino 5500 University Parkway San Bernardino, CA 92407	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of the Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
The State of California, the Trustees of the California State University, the CSU San Bernardino University and the officers, employees, volunteers and agents of each of them.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A: Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded by such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B: With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.