## Appendix 4

## **Insurance Coverage**

#### A. University's Coverage

The University of Rochester maintains the following types and levels of insurance coverage, and can agree in a Contract to maintain the coverage as indicated:

- 1. General Liability with limits of \$1 million per occurrence/\$3 million aggregate; ability to name other party(ies) as additional insured
- 2. Excess ("umbrella") coverage up to \$3 million
- 3. Automobile Liability of \$1 million per occurrence
- 4. Professional Liability [describe]
- 5. Property (coverage of University property only)

The University is generally able to add a Contracting party as additional insured, but only to liability policies, and not to professional liability policies. Additional insured status should be limited to claims arising from the work done under the Contract.

The University can also grant waivers of subrogation on its property insurance, when required by a Contract.

### **B.** Required Vendor's Coverage:

1. <u>Commercial General Liability</u> insurance written on occurrence basis with the following limits:

General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000 aggregate
Personal Injury and Adv. Injury Limit	\$1,000,000 ea. person/organization
Bodily Injury & Property Damage Limit	\$1,000,000 each occurrence
Fire Damage	\$50,000 (any one fire)

Medical Expense	\$5,000 (any one person)

Pollution Liability Endorsement of \$1,000,000 per occurrence will also be needed in the event hazardous materials are to be involved.

No exclusions for: Product/Completed Operations; Contractual Liability; Independent Contractors; Personal & Advertising Injury.

### 2. Automobile Liability: Any Auto Owned, Hired and Non-Owned

Pollution Liability of \$1,000,000 each accident will also be needed in the event hazardous materials are to be involved.

Combined Single Limit for Bodily Injury & Property Damage

\$1,000,000 ea. accident/aggregate

# 3. Excess "Umbrella" Liability

\$3,000,000 ea. occurrence/aggregate

The umbrella coverage should be no more restrictive than underlying coverage.

#### 4. Workers' Comp. & Employers Liability

Statutory Coverage as required by law.

University is to be named as an additional insured on all liability policies, except for Workers Compensation and Employers Liability. The foregoing insurance and limits of coverage are to be considered as minimum requirements under this Agreement, and in no way shall limit Supplier's liability. Each policy of insurance shall be issued in a company or companies licensed to do business in New York State and shall provide for written notification to University at least thirty (30) days prior to termination or restrictive amendment.