



# INSURANCE AND BONDING GUIDELINES

Insurance types and limits, certificates, and bonding recommendations for procurements at the University of Tennessee

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**Disclaimer:** *These Insurance and Bonding Guidelines are not intended to cover all possible issues relating to insurance or bond requirements for the University. Instead, they are intended to provide general guidelines on these topics. **If there is a conflict between the Guidelines and any University policy or applicable law/regulation, the policy or law/regulation will control.***

*The Guidelines are not intended for the use or benefit of anyone outside the University. The University's bidders, vendors, contractors, or other third parties should not rely upon the Guidelines when interacting with the University. The information contained in the Guidelines should not be considered legal, accounting, or other advice for anyone outside the University. The Guidelines are intended solely for internal University use and do not create any third-party rights, benefits, claims, or causes of action for parties outside the University.*

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# I. Establishing Contractual Insurance Guidelines

Every contract has risks that must be reviewed from the perspective of protecting The University of Tennessee's assets. This document is designed to provide you with guidelines and tools to help you manage those risks when you contract on behalf of The University of Tennessee. Inherent parts of contract management are to:

1. Evaluate the risks involved
2. Decide whether to avoid, transfer, or accept the risks
3. Implement appropriate risk transfer and/or risk financing mechanisms

The goal of The University of Tennessee is to establish contract guidelines for insurance coverage that can be consistently applied with few exceptions. This can occur if The University of Tennessee decides on the limits that it will require and sticks to that decision. This may involve withstanding pressure from contractors, architect and engineering (A/E) firms, and brokers. As an example, many of the large A/E firms attempt to eliminate all errors and omissions (E&O) requirements in their contracts even though the firm carries professional liability coverage

To ensure the continued success of The University of Tennessee's contract review program, once insurance requirements have been set, they must be communicated in all bid proposals prior to awarding the contract. The program will not be successful if the insurance is negotiated after the contractor has been selected.

These general requirements should be incorporated into every contract and should not be waived without consulting with the Office of Risk Management.

The University of Tennessee requires that all insurers:

1. Be licensed or approved to do business within the state of Tennessee.
2. Write required insurance on an "occurrence" basis (professional liability and pollution liability are acceptable written on a "claims-made" basis).
3. Name the University of Tennessee and its Board of Trustees, officers, employees, agents and volunteers as "Additional Insureds" on general liability and other policies as specified by the contract.
4. Possess a minimum A.M. Best's Insurance Guide rating of A. The letter denotes the company's financial strength level.

<b>LEVEL</b>	<b>AM BEST RATING CHART CATEGORY</b>
A++	Superior
A+	Superior
A	Excellent
A-	Excellent
B++	Very Good
B+	Very Good
B	Good
B-	Good
C++	Fair
C+	Fair
C	Marginal
C-	Marginal
D	Below minimum standards

Figure 1: A.M. Best's Rating Chart

5. Provide a provision in all policies that coverage afforded under the policies must not be canceled, changed, allowed to lapse, or allowed to expire until 30 calendar days after written notice has been given to the certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

6. Provide a completed Certificate of Insurance, **via email**, containing the following information:
  - ◆ Name and address of agent, phone number, email, and fax number
  - ◆ Name of insurance company(ies) and policy number(s)
  - ◆ Policy period
  - ◆ Name and address of insured
  - ◆ Description of coverage(s)
  - ◆ Policy limits
  - ◆ Special instructions of terms of coverage
  - ◆ The University of Tennessee listed as the certificate holder (See #11)
  - ◆ Signature of the insurer's authorized agent or representative and date (bonds are required to be signed by a licensed resident agent in pursuant to T.C.A. 65-15-108)
7. The University of Tennessee requires that all policies of insurance be on a primary, non-contributory basis with any other insurance coverages and/or self-insurance carried by The University of Tennessee.
8. The University of Tennessee requires the contractor provide a renewal certificate at least 5 days prior to expiration.
9. The University of Tennessee may also require that proof of professional liability and pollution liability coverages be provided for up to three years after the completion of a project.
10. The contractor agrees that the insurance requirements specified in the contract do not reduce the liability the contractor has assumed in the indemnification/hold harmless section of the contract.
11. Certificate holder should be listed as:
  - University of Tennessee
  - Office of Risk Management
  - 5723 Middlebrook Pike Ste 218
  - Knoxville, TN 37996
  - Email: riskmanagement@tennessee.edu

The University of Tennessee reserves the right to approve the security of the insurance coverages provided by the insurance company(ies) terms, conditions, and the Certificate of Insurance. Failure of the contractor to fully comply with these requirements during the term of the contract will be considered a material breach of contract and will be cause for termination of the contract at the option of The University of Tennessee.

***Please ask vendors to distribute all certificates, including renewal certificates via email to cut down on paper use.***

## **II. Insurance Coverages**

### **Commercial General Liability:**

This coverage is required in all The University of Tennessee contracts, including short-term lease agreements. Bid specifications and contracts should state that required coverage is ISO CG 00 01 or a substitute form providing equivalent coverage. Coverage is to include:

- ◆ Premises and Operations
- ◆ Personal Injury/Advertising Liability
- ◆ Products/Completed Operations
- ◆ Liability Assumed Under an Insured Contract (including tort liability of another assumed in a business contract)
- ◆ Independent Contractors

### **Automobile Liability:**

Auto liability insurance coverage is required for contracts contemplating any use of an automobile, such as construction projects, premises lease agreements, and service contracts. Bid specifications and contracts should state that required coverage shall be written on standard ISO CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of ISO CA 00 01. Contracts must contain a requirement that the contractor provide business automobile liability coverage that includes:

- All vehicles owned, leased, hired, non-owned, and employee non-owned vehicles
- Personal injury protection (when applicable)

### **Workers' Compensation:**

The University of Tennessee requires all contractors, lessees, and vendors to maintain workers' compensation insurance with statutory limits. Employers' liability is also required with minimum limits of \$100,000 Each Accident Limit/ \$500,000 Disease-Policy Limit/ \$100,000 Disease-Each Employee Limit.

Contractors and lessees shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide services or lease premises under The University of Tennessee's contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the US Longshore and Harbor-Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for injuries or claims.

### **Umbrella Liability:**

An umbrella liability policy (or excess liability) may be used to provide additional commercial general liability, automobile liability, and employers' liability limits to meet The University of Tennessee's minimum coverage requirements.

### **Professional Liability (Errors and Omissions):**

Professional liability insurance protects against losses that occur when "professional" errors in judgement, planning, and design could result in economic loss to the college or university. Therefore, there can be risks to the institution associated with errors (allegations of errors) in the professional's work product or judgement.

Professional liability may have a different meaning when it relates to insurance rather than a "type" of university contract. In order to determine if you should require professional liability insurance, ask yourself:

1. Is the professional licensed or certified (i.e., architect, consultant, paramedic, attorney, engineer, etc.)?
2. Will the information developed by the professional be used in a decision making process within the institution that could create a liability (i.e., clinical trials, building construction, etc.)?

If the answer is **yes** to either of these questions, then professional liability insurance should be required.

The types of losses that can occur under such circumstances are often excluded under general liability policies. They can be covered through separate professional liability insurance policies, also known as errors and omissions (E&O) liability insurance.

Because professional liability insurance is generally written on a claims-made basis, there is a concern about coverage for latent defects, design errors, or mistakes that may result in claims after the contract has been completed. One solution is to require the contractor to maintain the coverage for a specified period after the project has been completed or to purchase an extended reporting period, otherwise known as "tail coverage." It should be the college or university's standard requirement for professional liability to require a three-year extended reporting period for all claims-made policies, except for construction including design-build contracts, where the institution may want to require an extended reporting period of not less than five years.

The University of Tennessee may also require that proof of professional liability coverage be provided for up to three years after the completion of a project.

### **Pollution Liability (including Contractors Pollution Liability Coverage):**

Pollution liability coverage should be considered whenever the work at issue involves the handling of hazardous material or the operation of the Contractor could create or exasperate an environmental hazard.

Contractor should provide pollution liability coverage to cover bodily injury; property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage should apply to the sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials or other irritants, contaminants, or pollutants, including asbestos.

Pollution liability coverage is normally written on a claims-made basis. Therefore, the Contractor needs to warrant that any retroactive date applicable to coverage under the policy precedes the effective date of the contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (or specify desired number) years, beginning from the time that work under this contract is completed.

If the Contractor is responsible for removing any pollutants from a site, then the Contractor will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Auto liability coverage should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS-90.

### **Crime Coverage:**

Crime coverage, specifically employee dishonesty coverage, should be considered whenever you contract with an organization that (1) collects money or other forms of payment on your behalf; (2) collects money or others forms of payment on their own behalf and then makes a periodic payment to you for a portion of the amount collected; (3) has special access to valuable property on your premises; (4) has special access to confidential or personal information (paper or electronically); or (5) has on-site or remote access to your computer network and data.

Examples of contracted services that might require employee dishonesty coverage include:

- Janitorial, building management, or security guard services
- Cafeteria, book store, or parking garage operations
- Computer software design services

Coverage should be provided using ISO form CR 00 01 Employee Dishonesty Coverage Form or its equivalent and shall include ISO endorsement CR 04 01 Clients' Property or its equivalent and ISO endorsement CR 20 14 Loss Payable or its equivalent. Consider requiring evidence of loss of funds due to social engineering or impersonation fraud if situation warrants CR 04 17 11.15.

### **Property – Tenants/Lesseees**

This insurance is required for tenants and lessees. *[Tenant/Lessee]* shall obtain commercial property insurance covering *[Tenant/Lessee's]* property and equipment, as well as fixtures, improvements, and betterments if required in the lease agreement, and business income with a limit sufficient to cover tenants rent and additional payment obligations under the lease agreement. Perils insured should be equivalent to ISO special causes of loss form CP 20 30, and the valuation of covered property should be the replacement cost. Waivers of subrogation should be included in all lease agreements.

### **Aviation (including Coverage for Drones)**

Aviation insurance may be required for various types of activities, such as charters and land use permits. Aircraft liability insurance should cover all owned, hired, and non-owned aircraft with a combined single limit per occurrence for bodily injury and property damage of not less than \$10,000,000 **with no per seat passenger limitation**. If the charter is of a large, commercial size airplane – some carriers classify this as any aircraft having over 45 seats – then higher limits should be required.

The use of drones by third parties on campus is increasing in frequency. When colleges are contracting with vendors who will be using drones on campus, minimum limits of \$1,000,000 and coverage extended to Bodily Injury, Property Damage, Personal Injury, and Advertising Injury should be requested.

### III. Property and Casualty Insurance and Bonding Fundamentals

Before you can determine the appropriate type and amount of insurance for your contracts, it is important to understand the concept of **exposure**.

#### ***What is exposure?***

Exposure is defined as any situation that can lead to a loss or claim against the University of Tennessee.

#### ***What are the different types of exposure?***

Exposure can be categorized broadly into **two types**: (1) situations that can lead to **property** loss, or (2) situations that can lead to bodily injury, medical harm, or death to **a person**.

1. **Property exposure** deals with potential damage to tangible things such as buildings, motor vehicles and personal items caused by the negligent acts by vendors, contractors, university officials, and other third parties.
2. **Personnel exposure** deals with the potential harm, injury, or illness of any party resulting from the service, delivery, or use of goods that the University procures. Affected parties can include employees, contractors, sub-contractors, customers, and unrelated bystanders.

#### ***How is exposure related to insurance?***

Exposure is present in any solicitation. It is common for more than one area of exposure to exist. For example, a building remodeling or construction contract should consider among other things the potential loss from fire (property exposure) and potential harm to construction workers (individual exposure) or pedestrians (personnel exposure). ***In almost all contracts, it is necessary to purchase property and casualty insurance to cover the potential financial loss to the University resulting from one or more exposures. Within any relevant bid request, it is important to stipulate the vendor/contractors responsibility to maintain various coverage types and limits***

#### ***Do only high value contracts require insurance?***

No, the need for insurance is not related to the value of the contract, but to the degree of exposure.

#### ***Why do vendors or contractors need to purchase insurance?***

Insurance has two primary benefits:

1. It **ensures that vendors and contractors have the financial ability to pay for damages** that result from their negligent acts.
2. It **protects the University from financial loss** as a result of third-party acts during the acquisition, delivery, or usage of purchased goods or services.

## ***What are the different types of property and casualty insurance?***

The eleven primary types of insurance referred to in this document:

1. **Automobile Liability:** insurance that protects the insured against financial loss because of legal liability for automobile-related injuries to others or damage to their property by an auto
2. **Commercial General Liability (CGL):** a standard insurance policy issued to business organizations to protect them against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, advertising and personal injury liability
3. **Contractors Pollution Liability:** provides third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the contractor
4. **Fidelity Insurance:** covers loss due to crime or dishonesty by an employee/contractor. Also known as “Fidelity Bonds.”
5. **Professional Liability:** a type of liability coverage designed to protect traditional professionals (e.g., accountants, attorneys) and quasi-professionals (e.g., real estate brokers, consultants) against liability incurred as a result of errors and omissions in performing their professional services
6. **Workers’ Compensation (WC):** provides medical, disability, and rehabilitation benefits to injured employees of the contractor
7. **Umbrella Liability:** a liability policy that provides excess coverage above underlying policies and may provide coverage not available in the underlying policies, subject to a self-insured retention.
8. **Environmental Impairment Liability:** a specialized insurance policy that covers liability and sometimes cleanup associated with pollution
9. **Builders Risk:** a property insurance policy that is designed to cover property in the course of construction
10. **Liquor Liability:** type of policy that covers the insured if they are in the business of manufacturing, distributing, selling, serving or furnishing alcohol
11. **Aircraft Liability:** coverage for the insured in the event that the insured’s negligent acts and/or omissions result in losses in connection with the use, ownership, or maintenance of aircraft

## ***What are bonds?***

Bonds are financial instruments that reimburse the University and certain third parties for financial losses due to a vendor/contractor non-performance of contract terms and conditions.

## ***What are the different types of bonds?***

There are two primary types of bonds.

- A **fidelity bond** protects against the financial loss that result from a dishonest act or crime committed by an employee of the vendor.
- A **surety bond** (bid, performance, or payment bond) ensures that a vendor fulfills certain terms and conditions of a contract.

## ***I have insurance – do I need a bond?***

Insurance protects against a potential loss from property or personnel exposure. A bond provides additional coverage by protecting against a non-performance of contract terms and conditions by a vendor. For more information, please refer to the **Bonding Guidelines** section.

## ***Are bond requirements related to the value of contracts?***

For some types of contracts, such as building construction, bonds are required if the contract amount is above \$100,000. For lower value contracts, one may consider requiring liquidated damages in lieu of bonds – please contact your Office of General Counsel for additional guidance.

## IV. Insurance Coverage Guidelines for Vendors / Contractors

The following ***recommended minimum*** insurance limits apply to vendors doing business with the University of Tennessee. The Standard Insurance Limits are recommended for all procurements of goods and ancillary services. The specific requirements for vendors providing high-risk services supersede the Standard Insurance Limits. Coverage types and limits are recommended minimums and should be increased as appropriate based on contract value and potential risks to the university. Procuring entities should always consult with appropriate risk management experts. **Please contact The University of Tennessee Office of Risk Management, who can assist entities in risk management analysis. In order for our office to advise on necessary coverage types and limits for a specific bid request, please send queries to Pamela Jeffreys at [pjeffrey@tennessee.edu](mailto:pjeffrey@tennessee.edu) at least two weeks before anticipated bid request release.**

To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.<sup>1</sup>

### Important:

All policies must contain a provision that coverage afforded under the policies must not be canceled, changed, allowed to lapse, or allowed to expire until 30 calendar days after written notice has been given to the certificate holder on the Certificate of Insurance (COI). All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

All policies must be issued by an insurance company licensed to do business in the State of Tennessee, with a minimum AM Best rating of A, and signed by an authorized agent. Bonds are required to be signed by a licensed resident agent in pursuant to T.C.A. 65-15-108.

Please note: The expanded list of categories, relevant insurance types, and recommended limits are to be used as guidelines and are indicative of best practices but are not exhaustive. Your insurance needs may be higher (or lower). Please consult the UT System Office of Risk Management for any questions.

### A. Standard Insurance Limits for Goods and Ancillary Services

Workers' Compensation (WC):	Statutory Limits – required in all contracts
Employers' Liability Each Accident	\$ 100,000
Employers' Liability Disease – each employee	\$ 100,000
Employers' Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit – each accident	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers' Compensation, General Liability and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

<sup>1</sup>For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million

## B. Categories by Services Provided or Special Event

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### ***Air Charter:***

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Aircraft Liability: (To include War Liability)	\$ 50,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Aircraft Liability policies. A Waiver of Subrogation applies to Workers' Compensation, General and Aircraft Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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### ***Aircraft Service/Maintenance (Offsite)***

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Workers' Compensation (WC):	\$ 1,000,000
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#### **LIMITS OF AVIATION LIABILITY** (To include War Liability)

General Aggregate Limit (other than Products-Completed Operations and Hangar keepers')	Not Applicable
Products-Completed Operations Aggregate Limit	\$25,000,000
Personal Injury & Advertising Injury Aggregate Limit	\$25,000,000
Each Occurrence Limit	\$25,000,000
Fire Damage Limit (Any One Fire)	\$1,000,000
Medical Expense Limit (Any One Person)	\$10,000
Hangar keepers' Each Loss Limit	\$25,000,000
Hangar keepers' Each Aircraft Limit	\$25,000,000
On-Premises Automobile Liability	\$1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the Aviation and Automobile Liability policies. A Waiver of Subrogation applies to Workers' Compensation, Aviation Liability and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

*Note: Products Liability must be maintained for at least two years after the date that the work was performed.*

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**Ambulance Service:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 3,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Professional liability	\$ 3,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Umbrella and Professional Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Asbestos Abatement:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Contractors Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 3,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Contractors Pollution, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Contractors Pollution, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

General Conditions - All insurance to be purchased and maintained by the Contractor shall include (a) a written waiver of any right by the insurer to recovery, by subrogation or otherwise, against the Owner and (b) per project endorsements stating that the aggregate limits apply fully to this project.

If the initial Contract Sum as awarded exceeds \$100,000, Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder.

***Building Remodeling and Construction:*** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

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Workers' Compensation (WC):	
Applicable Federal and State	Statutory
Aggregate	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability:	
Combined Single Limit	\$ 1,000,000
Builders Risk Policy:	The amount of the initial Contract Sum plus the value of subsequent contract modifications for the covered Project at the site on replacement cost basis.
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Contractors' Pollution Liability:	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 1,000,000

Other specific coverage requirements / levels may exist depending on project size, scope, and type.

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Builders Risk, Umbrella, and Contractors Pollution Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Builders Risk, Umbrella, and Contractors Pollution Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

General Conditions - All insurance to be purchased and maintained by the Contractor shall include (a) a written waiver of any right by the insurer to recovery, by subrogation or otherwise, against the Owner and (b) per project endorsements stating that the aggregate limits apply fully to this project.

If the initial Contract Sum as awarded exceeds \$100,000, Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder.

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**Bus Charter:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability:	
Combined Single Limit	\$ 5,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 5,000,000
Aggregate Limit	\$ 5,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

The total Auto and Umbrella Liability of \$10M can be met by any number combination. I.e., \$3M Auto and \$7M Umbrella.

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**Catering/Food Service:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Liquor Liability (When distributing, selling, or serving alcohol)	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Consulting Services:**

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Workers' Compensation (WC):	
Each Accident	\$ 100,000
Disease, each employee	\$ 100,000
Disease, policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers' Compensation, General Liability, Automobile and Professional Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Custodial Services:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Contractors Pollution Liability	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability	
Each Occurrence Limit	\$ 3,000,000
Aggregate Limit	\$ 3,000,000
Fidelity/Employee Dishonesty	
Each Occurrence Limit	\$ 100,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Contractors Pollution, Automobile and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Contractors Pollution, Automobile and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

**Bonding for all employees in an amount not less than \$100,000/occurrence per employee.**

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**Demolition:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Medical Expense Limit (any one person)	\$ 10,000
Property Damage to Premises Rented to You Limit	\$ 300,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Excess/Umbrella Liability:	
Each Occurrence Limit	\$50,000,000
Aggregate	\$50,000,000
<i>Note: If the Contractor intends to implode any building(s), the Contractor's implosion Subcontractor also, must provide its own Excess/Umbrella Liability insurance of \$20,000,000 Aggregate.</i>	
Job Pollution Liability	
Each Occurrence	\$ 2,000,000
Aggregate	\$ 4,000,000

*Note: Products and Completed Operations insurance shall be maintained for a minimum period of at least two (2) years after either 90 days following Substantial Completion or final payment, whichever is earlier.*

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Excess/Umbrella, and Job Pollution Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Excess/Umbrella, and Job Pollution Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

General Conditions - All insurance to be purchased and maintained by the Contractor shall include (a) a written waiver of any right by the insurer to recovery, by subrogation or otherwise, against the Owner and (b) per project endorsements stating that the aggregate limits apply fully to this project.

If the initial Contract Sum as awarded exceeds \$100,000, Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder.

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**Designer/Consultant/Architect:**

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Workers' Compensation (WC):	
Each Accident	\$ 100,000
Disease, each employee	\$ 100,000
Disease, policy limits	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Commercial Automobile Liability:	
Any Auto – Each Accident, Combined Single Limit	\$ 1,000,000
Professional Liability Insurance:	
Each Claim	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

*For projects with a MACC less than \$3M, the PLI shall be \$1M per claim and \$1M annual aggregate. For projects with a MACC equal to or greater than \$3M but less than \$20M, the PLI shall be \$1M per claim and \$2M annual aggregate. For projects with a MACC equal to or greater than \$20M but less than \$100M, the PLI shall be \$2M per claim and \$4M annual aggregate. For project over \$100M, the PLI shall be \$3M per claim and \$5M annual aggregate.*

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile and Professional Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Drone:**

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All 3<sup>rd</sup> Party Unmanned Aircraft Systems (UAS) Operators, including on behalf of the university or other users of campus space, must have liability insurance with a preferred limit of \$1 Mil. In addition to the limit that is provided by the UAS operator, a certificate of insurance along with a copy of the endorsement listing the following insurance clauses should be issued prior to commencement of services:

1. The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the liability insurance.
2. The operator's insurance shall be primary without any right of contribution from any other insurance available to the university.
3. Include a cross liability or severability of interests among indemnified parties, providing that the insurance shall operate in all respects as if a separate policy had been issued covering each party insured.
4. Include a waiver of subrogation in favor of the indemnified parties.
5. The certificate of insurance shall also provide that, in the event of a cancellation or material restrictive change of the policy, which would adversely affect the interest of the indemnified parties, the insurers agree to provide 30 days prior written notice to the university.

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**Elevator Maintenance (includes all passenger and freight elevators):**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

General Conditions - All insurance to be purchased and maintained by the Contractor shall include (a) a written waiver of any right by the insurer to recovery, by subrogation or otherwise, against the Owner and (b) per project endorsements stating that the aggregate limits apply fully to this project.

If the initial Contract Sum as awarded exceeds \$100,000, Contractor shall provide Contract Bond, for one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder.

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**Film Production:**

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Workers' Compensation (WC):	
Each Accident	\$ 100,000
Each Employee	\$ 100,000
Policy Limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 2,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 2,000,000
General Aggregate Limit	\$ 4,000,000
Products/Completed Ops. Aggregate Limit	\$ 4,000,000

\$2,000,000 Primary Occurrence limit may be met with an Umbrella policy of not less than \$1,000,000 per occurrence limit.

Automobile Liability	
Combined Single Limit	\$ 1,000,000

Must include liability arising out of any auto including, owned, hired, and non-owned autos.

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

Certificates of insurance verifying the foregoing requirements shall be provided to the University prior to commencement of any services under this agreement.

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**Fuel Suppliers**

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Workers' Compensation (WC):	
Employers' Liability Each Accident	\$ 100,000
Employers' Liability Disease – each employee	\$ 100,000
Employers' Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 5,000,000
(Add MCS90 Endorsement for Hazmat Transportation)	
Environmental Impairment Liability (EIL)	
Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the Commercial General, Automobile, Environmental Impairment and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Environmental Impairment, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Food Trucks**

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Workers' Compensation (WC):	Statutory Limits
Employers' Liability Each Accident	\$ 100,000
Employers' Liability Disease – each employee	\$ 100,000
Employers' Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit – each accident	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, and Automobile Liability policies. A Waiver of Subrogation applies to Workers' Compensation, General, and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Garbage and Disposal:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Contractors Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Umbrella, and Contractors Pollution Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Contractors Pollution, Automobile and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Hazardous Material Transportation (including Medical Waste)**

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Workers' Compensation (WC):	
Employers' Liability Each Accident	\$ 100,000
Employers' Liability Disease – each employee	\$ 100,000
Employers' Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
(Add MCS90 Endorsement for Hazmat Transportation)	
Contractors Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 5,000,000
Aggregate Limit	\$ 5,000,000
Professional Liability:	\$1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Umbrella, and Contractors Pollution Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Contractors Pollution, Automobile and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Information Technology:**

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Workers' Compensation (WC):	Statutory Limits – required in all contracts
Employers' Liability Each Accident	\$ 100,000
Employers' Liability Disease – each employee	\$ 100,000
Employers' Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit – each accident	\$ 1,000,000
Cyber/Technology Professional Liability <sup>1</sup>	
Each Occurrence Limit	\$ 10,000,000
Data Breach Response Expenses <sup>2</sup>	\$ 10,000,000
General Aggregate Limit	\$ 10,000,000
Crime Insurance	
Each Occurrence Limit	\$ 1,000,000
General Aggregate Limit	\$ 1,000,000
Social Engineering Fraud	\$ 250,000

<sup>1</sup>Should cover acts, errors, omissions, negligence, infringement of intellectual property [except patent and trade secret]; network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

<sup>2</sup>Must be payable whether incurred by the University of Tennessee or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for The University of Tennessee or on behalf of The University of Tennessee hereunder.

This insurance may be written on a claims-made basis, but in the event coverage is cancelled or non-renewed, the Contractor shall purchase an extending reporting or "tail coverage" of at least two (2) years after the term.

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers' Compensation, General Liability and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Information Technology cont'd:**

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Consult with Information Technology CIO to assess impact to University IT infrastructure, IT security, and/or other areas. Then seek Risk Management expertise as required.

Any modification or variation from the insurance requirements in this contract shall be made by the campus chief information officer or the risk management department whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

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**Landscaping / Lawn Care:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
<i>If herbicide, fungicide, pesticide or other chemical application is involved:</i>	
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Umbrella, and Environmental Impairment Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Umbrella, and Environmental Impairment Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Laundry Service:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Livestock Transportation:**

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## Workers' Compensation (WC):

Employers' Liability Each Accident	\$ 100,000
Employers' Liability Disease – each employee	\$ 100,000
Employers' Liability Disease – policy limit	\$ 500,000

## Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

## Automobile Liability

Combined Single Limit (Add MCS90 Endorsement)	\$ 2,000,000
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## Umbrella Liability:

Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

## Animal Motor Truck Cargo Legal Liability/ Transit Coverage

*Contractor must maintain limits up to or in excess of the amount in which the livestock is valued.*

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Medical/Therapist Services (including optical and laboratory):** This includes all contracted medical services, including but not limited to, assisted physician services, laboratory equipment maintenance, and patient testing.

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional liability (malpractice)	\$ 3,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Umbrella, and Professional Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Motor Carrier Transportation:** *This applies to the transport of university property.*

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit (Add MCS90 Endorsement)	\$ 2,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Motor Truck Cargo Legal Liability Coverage	
<i>Contractor must maintain limits up to or in excess of load amount.</i>	

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Umbrella, and Professional Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**New Construction:**

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Workers' Compensation (WC):	
Applicable Federal and State Employers Liability	Statutory \$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
<i>Note: Commercial General Liability, including Premises/Operations, Completed Operations/Products, Contractual Liability, and XCU Coverage in no less than the following limits, with coverages for Premises/Operations and Completed Operations naming the Owner as an additional insured, and with coverage for Completed Operations maintained for a minimum of two (2) years after project Completion.</i>	
Automobile Liability (bodily injury & property damage on all owned, non-owned & hired vehicles):	
Combined Single Limit	\$ 1,000,000

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**New Construction (Cont.):**

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Excess/Umbrella Liability:	
Each Occurrence:	\$5,000,000
Aggregate:	\$5,000,000
Aircraft and/or Watercraft Liability (Owned, Non-owned, and Hired; Bodily Injury and Property Damage; if applicable):	
Combined Single Limit	\$1,000,000

**Builder's Risk Insurance**

*Contractor shall purchase and maintain Builder's Risk Insurance on the entire Work on a completed value basis, covering the full insurable replacement cost of the entire Project, in the following minimum limits and coverage:*

1. Minimum Limits: The amount of the initial Contract Sum plus the value of subsequent contract Modifications for the covered Project at the site on replacement cost basis.
2. Coverage: "All risk" of physical loss. The builder's risk insurance shall specifically include physical loss or damage to all aspects of the Work, materials, and equipment whether incorporated into the Project, in transit, or stored on or off Site.
3. Deductible Amounts: The Contractor shall bear the responsibility for deductible amounts.

**Contractors Job Pollution Liability Coverage:**

Minimum Limits Per Occurrence/Aggregate:	\$1,000,000
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*Note: If asbestos abatement or other hazardous material abatement is included in scope of work then the pollution policy must include coverage for asbestos. If Contractor is performing no portion of the asbestos removal or abatement with its own forces, Contractor, in lieu of its own such endorsement, may substitute a certificate showing such special endorsement covering the Subcontractor that is actually performing the asbestos removal or abatement.*

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to Builder's Risk and the General, Automobile, Excess/Umbrella, Aircraft and/or Watercraft, Contractors Job Pollution Liability policies. A Waiver of Subrogation applies to Workers' Compensation, Builder's Risk and the General, Automobile, Excess/Umbrella, Aircraft and/or Watercraft, and Contractors Job Pollution Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

General Conditions - All insurance to be purchased and maintained by the Contractor shall include (a) a written waiver of any right by the insurer to recovery, by subrogation or otherwise, against the Owner and (b) per project endorsements stating that the aggregate limits apply fully to this project.

If the initial Contract Sum as awarded exceeds \$100,000, Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder.

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**Pest Control:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence Limit	\$ 1,000,000
Aggregate	\$ 2,000,000
Umbrella Liability	
Each Occurrence Limit	\$ 1,000,000
Aggregate	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Umbrella, and Environmental Impairment Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Umbrella, and Environmental Impairment Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Recreational Services:** *This includes a broad range of contracted services, including, but not limited to, golf course management, amusement services, pyrotechnic display, camps and clinics not sponsored by the university.*

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Workers' Compensation (WC):	
Each Accident	\$ 100,000
Each Employee	\$ 100,000
Policy Limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability	\$ 2,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Security:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability Insurance	\$ 3,000,000
	<i>This amount is a general guideline and can be raised or lowered after consultation with Risk Management.</i>
Umbrella Liability:	
Each Occurrence Limit	\$ 2,000,000
Aggregate Limit	\$ 2,000,000
Crime	\$ 500,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Umbrella, and Professional Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Tennessee by the Tennessee Department of Commerce & Insurance. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

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**Special Events:**

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**Events Not Requiring Insurance:**

The following non-sports events NOT resulting in fundraising or profit, with less than 100 anticipated attendance and WITHOUT street/road closures, alcohol, loaded weapons, pyrotechnics, mechanical or inflatable rides, the use or display of animals do not require insurance:

- **Clubs and organizational meetings**
- **Guest speakers, lectures and reading events**
- **Luncheons**
- **Meetings of a social, academic, business or philosophical nature**
- **Seminars**

**Low Risk Events:**

The following events without street/road closures, alcohol, loaded weapons, pyrotechnics, mechanical or inflatable rides, or resulting in fundraising or profit:

- **Academic related events (such as spelling/math/science)**
- **Award celebrations**
- **Banquets**
- **Celebrations (weddings, anniversaries, birthdays)**
- **Debuts**
- **Fashion Shows**
- **Graduations**
- **Petting Zoos**
- **Pool Parties**
- **Proms**
- **Recitals**
- **Reunions**
- **Social Receptions**

**Required Limits:**

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Medical Expense – any one person	\$ 10,000
General Aggregate Limit	\$ 2,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General Liability policy. A Waiver of Subrogation applies to the General Liability policy as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Special Events (Cont.):**

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**Medium Risk Events:**

Events without loaded weapons, pyrotechnics, or mechanical rides.

*Note: Any serving of alcohol must be with properly licensed and insured bartenders and proof of license and insurance will be required.*

- **Block parties and street fairs**
- **Boxing**
- **Cheerleading**
- **Dances and parties outdoors**
- **Events involving closure of roads or streets**
- **Events which involve serving or sale of alcohol**
- **Exhibitions outdoors**
- **Football (contact)**
- **Golfing events**
- **Gymnastics**
- **Ice hockey**
- **Inflatable Rides**
- **In-line hockey**
- **Marathons**
- **Martial arts (contact)**
- **Overnight camping**
- **Polo**
- **Ropes courses**
- **Rugby**
- **Skateboarding**
- **Skating (open to public)**
- **Speed skating**
- **Swimming and diving (unorganized or lessons)**
- **Triathlons**
- **Waterslides**
- **Weapons (unloaded) shows**
- **Weightlifting**
- **Wrestling**

**Required Limits:**

Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 2,000,000
Medical Expense – any one person	\$ 10,000
General Aggregate Limit	\$ 3,000,000
Liquor Liability (When alcohol is served)	\$1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Liquor Liability policies. A Waiver of Subrogation applies to the General and Liquor Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Special Events (Cont.):**

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**High Risk Events:**

*Note: Any serving of alcohol must be with properly licensed and insured bartenders and proof of license and insurance will be required.*

- **Circus**
- **Concerts**
- **Demolition Events**
- **Mechanical Rides (Fair or Circus Type)**
- **Motorized Racing**
- **Off-Road Racing**
- **Pyrotechnics**
- **Rodeo Events**

**Commercial General Liability (CGL):**

Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

**Automobile Liability**

Combined Single Limit	\$ 1,000,000
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**Excess/Umbrella Liability**

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

**Liquor Liability (When alcohol is served)**

\$1,000,000

**Workers' Compensation (WC)**

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Excess/Umbrella, and Liquor Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Umbrella, and Liquor Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

**TULIP (Tenant User Liability Insurance Policy) Program**

The TULIP is a Tenants' and Users' Liability Insurance Policy that provides special event liability coverage. It is used by institutions that permit "third-parties" to use their facilities for specific events. It is designed for third party users who do not carry liability insurance and is offered at a low cost. It is event-specific and can also cover vendors, performers and exhibitors, if needed. It protects both the institution user (the third party) and the University of Tennessee against claims by third parties who may be injured or experience damage to property as a result of participating in an event.

Events may range from low risk events such as classroom seminars, receptions, or weddings to high risk events including festivals and fairs, sports events, or concerts. The policy has exclusions for certain high-risk activities. Facility users may need to obtain coverage from another insurer if their event does not qualify for the TULIP program.

Below are the steps for the third-party/vendor to follow to purchase the TULIP policy:

1. Go to <https://tulip.ajgrms.com/>
2. Select the Quick Quote tab.
3. Pick Tennessee in the drop down menu.
4. Select the University of Tennessee as the location.
5. Answer questions about date, attendees, event types, and coverage options.
6. Review Premium Quote and then purchase coverage.
7. Should you have any questions about the Insurance Requirements for events, please contact the Office of Risk Management at 865-974-5409.

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General Liability policies. A Waiver of Subrogation applies to General Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Staffing Services:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Stage Rigging/Fall Protection:**

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Workers' Compensation (WC):	
Each Accident	\$ 100,000
Disease, each employee	\$ 100,000
Disease, policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 3,000,000
Aggregate Limit	\$ 3,000,000
Professional Liability	\$ 3,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation, General Liability, and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Timber Harvesting / Logging:**

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL): With Logger's Broad Form coverage	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit (Add MCS90 Endorsement for Hazmat Transportation)	\$ 1,000,000
Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 5,000,000
Aggregate Limit	\$ 5,000,000
<i>If herbicide, fungicide, pesticide or other chemical application is involved:</i>	
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Pollution, Umbrella, and Environmental Impairment Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Pollution, Umbrella, and Environmental Impairment Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Transportation:** *This applies primarily to the transport of people. If air transport see Air Charter. If bus transport see Bus Charter.*

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability - seating capacity 15 or less	
Combined Single Limit	\$ 4,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Travel Services:** *Tour Operators and Agencies - This applies to any organization that makes travel arrangements, including travel services, tour operators, etc., on our behalf.*

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Workers' Compensation (WC):	\$ 1,000,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability:	
Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Professional Liability Insurance – Errors and Omissions	\$ 1,000,000
(not required but may be a consideration if bids are comparable and a bidder has the coverage.)	

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers' Compensation and the General, Automobile, Umbrella, and Professional Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

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**Vending Machine Providers:**

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Workers' Compensation (WC):	
Each Accident	\$ 100,000
Each Employee	\$ 100,000
Policy Limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, and Automobile liability policies. A Waiver of Subrogation applies to Workers' Compensation, General, and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

## C. Glossary

**Advertising Injury** – arising out of libel or slander; violation of the right to privacy, misappropriation of advertising ideas, or infringement of copyright, title or slogan committed in the course of advertising goods, products, or services.

**All Risk** – insurance against loss or damage to property arising from any fortuitous cause, except such as may be specifically excluded.

**Assumed Liability** – liability that would not rest upon a person except that he or she has accepted responsibility by contract expressed or implied. This is also known as contractual liability.

**Binder (Or Binding Receipt)** – in lines other than life and (usually) health, a binder is an acknowledgement (usually from the agent) that insurance applied for is in force whether or not premium settlement has yet been made or the policy issued.

**Bodily Injury** – liability which may arise from injury or death of another person.

**Bonds** – financial instrument that guarantees reimbursement to the University for nonperformance of a contract.

**Builders Risk Coverage** – commercial property coverage specifically designed for buildings in the course of construction.

**Causes of Loss** – reasons for the loss; also referred as peril.

**Certificate of Insurance (COI)** – a document providing evidence that certain general types of insurance coverages and limits have been purchased by the party required to furnish the certificate.

**Claim** – a demand for benefits as provided by the policy.

**Claims Made Form** – refers to a type of liability insurance form that covers liability incidents only if a written claim is made during the policy period or any applicable extended reporting period. For example, a claim made in the current year could be charged against the current policy even if the injury or loss occurred many years in the past.

**Combined Single Limits** – typically expressed when referring to liability limits in an automobile policy. Refers to an aggregate limit of liability coverage for bodily injury and property damage in one accident or occurrence

**Commercial General Liability** – insurance that pays and renders service on behalf of a contractor for the loss arising out of a contractor's responsibility due to negligence, imposed by law or assumed by contract.

**Commercial Umbrella Liability** – typically provides an extra layer of insurance limits over and above a contractor's commercial general liability, business automobile liability and employers' liability insurance coverage limits.

**Completed Operation Liability Insurance** – liability insurance coverage for bodily injury and property damage; arising out of the completed operations of a business, as opposed to the product of a business.

**Contract Bond** – guarantee of the faithful performance of a contract and the payment of all labor and material bills incident thereto. In those situations where two bonds are required, one to cover performance and the other to cover payment of labor and material, the former is known as a Performance bond and the latter as a Payment bond.

**Contractual** – liability assumed under a written agreement, which would not otherwise be imposed. For example, a lease for a building usually requires that a person leasing the property assume liability for accidents that occur on the property.

**Deductible** – a provision or clause in an insurance policy that the first given number of dollars or percentage of expense will not be reimbursed.

**Employers' Liability** – provides protection against claims by the contractor's employees or their dependents for damages resulting from personal injuries or illness sustained by employees during the course of their employment activities. Only applies to incidents not governed by workers' compensation statutes.

**Each Occurrence Limit** – indicates the amount of coverage the contractor has under a liability policy for any one occurrence other than Personal & Advertising injury occurrences.

**Excess Liability Policy** – a liability policy designed to provide liability protection above and beyond that provided by standard liability contracts.

**Expiration** – the date upon which a policy will cease to cover, unless previously cancelled.

**Fidelity Bond** – a bond which will reimburse a contractor for loss up to the amount of the bond, sustained by an contractor (the insured) by reason of any dishonest act of an employee (or employees covered by bond).

**Fire Damage (Legal Liability)** – insures against liability incurred when the negligent actions result in destruction by fire of property which is in the contractors care, custody, or control.

**General Aggregate Limit** – indicates the amount of coverage (for other than Products/Completed Operations Liability occurrences) the contractor has under a liability policy for the policy period; no matter how many separate losses that may occur.

**Hired Auto** – protects the contractor in the event the contractor's business is sued as a result of an auto accident, involving one of the contractor's employees driving one of the contractor's hired vehicles while performing contractor business.

**Hold Harmless Agreement** – assumption of liability through contractual agreement by one party, thereby eliminating liability on the part of another party.

**Indemnify** – to restore the victim of a loss, in whole or in part, by payment, repair, or replacement.

**Installation Floater** – insures machinery and equipment of all kinds during transit, installation and testing at the owner's premises.

**Insurance** – a formal social device for reducing risk by transferring the risk of several individual entities to an insurer. The insurer agrees, for a consideration, to assume, to a specified extent, the losses suffered by the insured.

**Insured** – the party to an insurance arrangement to whom, or on behalf of whom, the insurance company agrees to indemnify for losses, provide benefits, or render service.

**Liability Insurance** – insurance that pays and renders service on behalf of a contractor for loss arising out of his or her responsibility, due to negligence, to others imposed by law or assumed by contract.

**Loss** – generally refers to (1) the amount of reduction in the value of an insured's property caused by an insured peril, (2) the amount sought through an insured's claim, or (3) the amount paid on behalf of an insured under an insurance contract.

**Named Insured** – any person, firm, or corporation, or any member thereof, specifically designated by name as insured(s) in a policy as distinguished from the others who, though unnamed, are protected under some circumstances.

**Named Peril Policies** – named peril policies specify what perils are insured against, contrary to so-called all risk policies.

**Negligence** – failure to use that degree of care which an ordinary person of reasonable prudence would use under the given circumstances. Negligence may be constituted by acts of either omission or commission or both.

**Non- Owned Auto** – protects the contractor in the event the contractor's business is sued as a result of an auto accident, involving one of the contractor's employees driving a personal vehicle while performing contractor business.

**Occurrence Made Form** – provides liability coverage for injury or loss that occurs during the policy period regardless of when the claim is actually made.

**Owned Auto** – protects the contractor in the event the contractor's business is sued as a result of an auto accident, involving one of the contractor's employees driving one of the contractor's owned vehicles while performing contractor business.

**Peril** – cause of a possible loss.

**Personal & Advertising Injury Limit** – indicates the amount of coverage the contractor has under a liability policy for any personal and / or advertising injury occurrence

**Personal Injury** – injury other than bodily injury arising out of false arrest or detention, malicious prosecution, wrongful entry or eviction, libel or slander, or violation of a person's right to privacy committed other than in the course of advertising, publishing, broadcasting or telecasting.

**Products & Completed Operations Aggregate Limit** - indicates the amount of Products & Completed Operations liability coverage the contractor has under a liability policy for a policy period; no matter how many separate losses that may occur.

**Professional Liability Insurance** – sometimes referred to as Errors & Omissions coverage; covers individuals with extensive technical knowledge or training in a particular area of expertise (e.g. architects, engineers, physicians) for acts of negligence arising from their professional occupation.

**Property and Casualty Insurance** – a broad category of insurance policies designed to protect against loss of property, damage, and other liabilities

**Replacement Cost** - the cost of replacing property without deduction for depreciation.

**Risk** – (1) A chance of loss. (2) A person or thing insured.

**Split Limits** – typically expressed when referring to liability limits in an automobile insurance policy; refers to separate limits for bodily injury each person/ bodily injury each accident/ property damage each accident.

**Surety Bond** – bonds that guarantees that a contractor will fulfill certain terms or conditions of the contract.

**Waiver of Subrogation** – endorsement to a property liability policy whereby an insurer gives up the right to take action against a third party for a loss suffered by an insured

**Workers' Compensation** – benefits payable to an employee for injury, disability, dismemberment, or death as a result of occupational hazard. The payments are a liability of the employer. (2) Insurance agreeing to pay the Workers' Compensation benefits required by law on behalf of the employer.