

Article 6. Insurance

Unless exempt by law, Vendor and its' subcontractors (Vendors) shall maintain the insurance coverages stated below during the term of this contract and shall provide evidence of such coverage to university's contract representative prior to commencement of work. Insurance must be placed with companies with and A.M. Best Rating of B+ VI or better and will be maintained for the duration of the project or the term for which services will be rendered.

Vendor shall provide for 30 days' advance written notice to the University when any insurance coverage is modified, changed, or cancelled.

I. Commercial General Liability—Limits of not less than:

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Bodily Injury & Property Damage - General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Fire Damage Legal Liability	\$ 100,000

II. Workers' Compensation—As required by applicable law, with limits of not less than: Coverage A (Statutory Benefits)

Illinois Statutory	
Coverage B (Employer's Liability)	\$500,000 each disease \$500,000 each employee \$500,000 policy limit

Note: All contractors providing construction services are required to have Coverage B (Employers' Liability) limits of \$1,000,000 each disease; \$1,000,000 each employee; \$1,000,000 policy limit.

III. Automobile Liability—When any motor vehicles are used in connection with work to be performed, Vendor must provide Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, combined. Vendors providing the following charter transportation services will provide limits as follows:

Bus (25+ passengers)	\$10,000,000
Mini-bus (16-25 passengers)	\$7,000,000
Shuttle bus or van (up to 14 passengers + driver)	\$5,000,000
Van (up to 8 passengers)	\$2,000,000
Sedan	\$1,000,000

IV. Liquor Liability—When a Vendor will distribute, sell, serve, or provide alcoholic beverages, Vendor must provide Liquor Liability insurance with limits of not less than \$1,000,000.

V. Cyber Liability—When the services involve the sharing or transfer of personal data or sensitive data, Vendor shall maintain cyber liability with limits not less than \$5,000,000.

Tier 1—High Risk Insurance Language

Umbrella liability insurance may be used to meet the coverage requirements shown above and must be also be primary and non-contributory to any University insured or self-insured program.

VI. **Professional Liability**—When the services provided under this contract include any professional services, Vendors shall maintain professional liability insurance coverage at minimum limits as indicated below, for itself and its employees and agents to include coverage for acts, errors, and/or omissions related to the rendering or failure to render such professional services. When the policy is renewed or replaced, the policy’s retroactive date must coincide with, or precede, commencement of services by Vendors under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of at least two years. When Vendors provide medical related services, the policy shall include coverage specific to medical malpractice.

Professional Liability /Errors and Omissions	\$1,000,000 per claim
	\$3,000,000 annual aggregate

VII. **Pollution Liability**—When the services under this contract involve services for hazardous materials such as abatement, hauling, use, etc. Vendor shall maintain Pollution Liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Vendors shall name the “Board of Trustees of the University of Illinois” as additional insured, on all liability policies (except Workers’ Compensation, Automobile, and Professional) on a primary and non-contributory basis to any university insurance or self-insured program, for liability arising out of the activities of Vendors. Coverage will include contractual liability and a waiver of subrogation.

Vendor shall furnish Certificate(s) of Insurance evidencing the required coverages, and any renewal Certificate(s) to: The Purchasing and Contracts Management office or the System Purchasing and Support Services office, as appropriate. Vendors shall ensure the relevant Contract Number is stated on any Vendor-provided Certificate of Insurance. Vendor shall ensure all subcontractors maintain insurance as required herein and will make proof of such insurance available to University upon request.

University’s receipt of a Certificate of Insurance does not constitute university’s acknowledgement or agreement that the insurance requirements have been met. Failure of the university to obtain certificate(s) or other evidence of insurance from Vendors shall not be deemed a waiver of these insurance requirements. Vendors’ failure to comply with the insurance requirements constitute a material breach of contract terms.