Wilkes University requires outside parties who will be performing work or providing services to the University, or those using University facilities to provide evidence of certain types of insurance coverage at specified minimum limits. In most instances, outside parties are required to name the University as an “Additional Insured” and to provide a certificate of insurance (COI) before commencing work or before using a University facility.

Insurance Requirements for Outside Parties

In general, all outside parties providing work, or services, or using University facilities are required to carry the following types and amounts of insurance coverage.

**Commercial General Liability (GL):** The University requires all outside parties to carry comprehensive general liability insurance (GL) including:

- Bodily injury and property damage;
- Personal and advertising injury;
- Contractual liability;
- Products and completed operations; and
- Per occurrence/aggregate limit (per lists below).

The coverage limits are specified minimum amounts based on the type of work performed, service provided or activity. The University reserves the right to require higher limits from a particular contractor or vendor for a particular project or event.

The following table indicates the minimum insurance limit requirements for different types of vendors.

<table>
<thead>
<tr>
<th>$1M per occurrence/aggregate</th>
<th>$2M per occurrence/aggregate</th>
<th>$5M per occurrence/aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant (General Management Software)</td>
<td>Repair /Maintenance/Onsite Installation Work</td>
<td>Hazardous Waste Transporter/Handler</td>
</tr>
<tr>
<td>Actor/Artist/Musician</td>
<td>Professional Health Service Provider (MD, RN, Therapists, ATC)</td>
<td>Charter/School Bus Company</td>
</tr>
<tr>
<td>Caterer/Food Service Provider (single event)</td>
<td>Inflatable Attraction &amp; Amusement Rental (i.e. carnival attractions, bounce house)</td>
<td>Elevator Work</td>
</tr>
<tr>
<td>Photographer/ Videographer</td>
<td>Outdoor Concerts</td>
<td>Industrial Food Service Vendor</td>
</tr>
<tr>
<td>Independent Consultant/Coach</td>
<td>Limo/Car with Driver, Tour Company</td>
<td>Roofing &amp; Scaffolding Work</td>
</tr>
<tr>
<td>Cleaner/Housekeeping Service</td>
<td>Electrician</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exterminator</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: General liability insurance is not required for educational speakers or instructors for academic presentations.

**Workers’ Compensation/ Employers Liability (EL):**

Statutory limits for WC/ $1,000,000 EL
(WC and EL are not required if the vendor is an independent contractor)

**Automobile Liability Insurance:** If the outside party uses vehicle that is integral to the work performed for or services provided to the University, outside parties working for the University must carry:

- Bodily injury and property damage;
- $1,000,000 combined single limit per occurrence; and
- Includes owned, non-owned and hired vehicle coverage.
**Professional/ Errors & Omission Liability Insurance (when required)**

When a supplier has a professional designation or license and/or is providing professional services (i.e. Architects, Engineers, Testing Service Providers) the University often requires this coverage:

- $1,000,000 per occurrence; and
- $1,000,000 aggregate.

This coverage is required in addition to general liability (GL) coverage. The coverage must be maintained during the term of the contract/agreement and at least three (3) years following its completion/termination.

---

**Cyber Privacy Insurance (when required)**

When a supplier has control of or access to sensitive information, the University often requires this coverage:

Cyber Privacy Insurance for claims and losses with respect to network or data risks (such as data breaches, release of confidential information, unauthorized access/use of Information, and identity theft) with minimum limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

---

**Umbrella / Excess Liability (when required)**

Umbrella / Excess Liability insurance provides additional coverage limits over a primary (GL) insurance policy. Excess Liability only applies to a single policy. An Umbrella Liability policy can apply to multiple policies. A standard umbrella liability policy generally provides additional limits to a business’s Commercial General Liability, Business Automobile Liability and Employer’s Liability policies. An outside party’s Primary and Excess / Umbrella Liability limits can be added together to meet Risk Management's minimum required limit(s) for an individual line of coverage. The minimum required limits may be increased if the scope and/or risk associated with the outside party’s activities are greater than usual Wilkes University activities/projects.

---

**Sexual Abuse, Sexual Molestation, Physical or Mental Abuse Coverage**

Required for any programs or activities involving individuals under the age of 18. This coverage can be provided either by endorsement to the Commercial General Liability Policy or under a separate policy and must be specifically referenced on the Certificate of Insurance noted below. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit.

- $1,000,000 per Wrongful Act; and
- $2,000,000 Aggregate

---

**General Insurance Provisions**

---

**Certificate of Insurance Requirements**

A certificate of insurance (COI) is a document that shows proof of insurance coverage. Contractors, vendors, or other outside parties who will be performing work for or services to the University, or using University facilities are required to provide evidence of the insurance required by the University by submitting a certificate of insurance to risk management.

The certificate of insurance must:

1) Name Wilkes University as an “Additional Insured” with the following language:

   *Wilkes University, its successors or assigns, as well as its Board of Trustees, officers, directors, employees and agents are included as additional insured as it pertains to the work done/service provided and/or product delivered to Wilkes University. Unless precluded by law, all policies waive the right to recovery or subrogation against Wilkes University, its successors or assigns, the Board of Trustees, officers, directors, employees, and agents.*

2) Demonstrate that insurance policies are underwritten by a carrier rated at least "A" by Best Rating Agency.

3) Contain a provision that a thirty (30) day prior written notice of cancellation shall be sent to the University.

4) Certificates of Insurance may be mailed or faxed to the address below:

   Wilkes University  
   Risk & Compliance Management  
   84 West South St.  
   Wilkes-Barre, PA 18766  
   Fax: (570) 408-7849  
   Email: Justin.kraynack@wilkes.edu
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Best Insurance Company, Inc. (Contractor's Insurance Agency)
PO BOX 1234
Anytown, PA 12121

INSURED
ABC Construction Company (Contractor/Vendor)
123 West Street
Over Here, PA 21212

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

The values listed are the recommended minimums.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Wilkes University, its successors or assigns, as well as its Board of Trustees, officers, directors, employees and agents are included as additional insured as it pertains to the work done/service provided and/or product delivered to Wilkes University. Unless precluded by law, all policies waive the right to recovery or subrogation against Wilkes University, its successors or assigns, the Board of Trustees, officers, directors, employees, and agents.

Insert Contract or Purchase Order # (Job Description, if Applicable)

CERTIFICATE HOLDER

Wilkes University
84 West South Street
Wilkes-Barre PA 18766

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signed by a representative from the Contractor's Insurance Agency

© 1988-2010 ACORD CORPORATION. All rights reserved.