



## INSURANCE REQUIREMENTS

Requestor shall submit an insurance certificate evidencing the following coverages:

### 1. Commercial General Liability

The requestor shall carry general public liability insurance covering all duties, use of facilities, services, or work performed under the contract.

- Per Occurrence or claim \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- General Aggregate \$4,000,000

### 2. Business Auto Liability – specific cases only

Business Auto Liability is required when a requestor is operating a vehicle on Palomar premises for purposes other than commuting.

- Bodily Injury \$1,000,000 (CSL)
- Property Damage \$1,000,000 (CSL)

### 3. Professional Liability – specific cases only

- Per Occurrence or claim \$2,000,000
- Aggregate \$2,000,000

Professional Liability policies are designed to cover errors and omissions and the failure to render professional services. Therefore Professional Liability is appropriate for actuals, architects, engineers, physicians, lawyers, environmental consultants, and other professionals.

### 4. Workers' Compensation as required by California State Law

Worker's Compensation is required when a requestor has any employees. If a requestor does not have any employees then it is exempt from this requirement.

- Part A – Statutory
- Part B - \$500,000 In the aggregate  
\$500,000 Each Person  
\$500,000 Each person for occupational disease.

### 5. Cyber Liability Insurance – specific cases only

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by requestor in its agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations,

information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- Per Occurrence or claim \$2,000,000
- Aggregate \$2,000,000

**6. Sexual Abuse and Molestation Coverage** – for specific cases if requestor will have contact with minors.

**7. Endorsements**

The following endorsements and other stated information are required on the original certificate of insurance:

- Primary/Non-contributory endorsement in favor of Palomar Community College District (PCCD) for the Commercial General Liability and Business Auto Liability coverage.
- 30 days' Notice of Cancellation.
- PCCD be named Additional insured on all policies except Worker's Compensation.
- Waiver of Subrogation on all policies.

**8. Submission of Certificate of Insurance & Copy of Policy**


When issuing a certificate pay careful attention to the policy expiration date. The PCCD should ensure that:

- The insurance does not expire before the end of the use of facilities. If it does the requestor will request a new certificate before the expiration date.
- If the term of the use of facilities is extended, the PCCD will ask that the certificate be current.
- The PCCD may retain certificates for at least 3 years after the conclusion of the use of facilities for which the certificate was obtained.
- The PCCD reserves the right to modify any and all insurance requirements based on the nature of the risk.

## CERTIFICATE OF LIABILITY INSURANCE REFERENCE

This is a road map of explanations for the Certificate sample that follows.

### ACORD 25 – Liability Insurance



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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(ices) must have ADDITIONAL INSURED provisions or 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	<table style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">CONTACT NAME:</td></tr> <tr><td>PHONE (A/C, No, Ext):</td><td>FAX (A/C, No)</td></tr> <tr><td colspan="2">E-MAIL ADDRESS:</td></tr> <tr><td colspan="2">ADDRESS:</td></tr> <tr><td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td></tr> <tr><td colspan="2" style="text-align: right;">NAIC#</td></tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No)	E-MAIL ADDRESS:		ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC#	
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INSURED	<table style="width: 100%; border-collapse: collapse;"> <tr><td>INSURER A:</td></tr> <tr><td>INSURER B:</td></tr> <tr><td>INSURER C:</td></tr> <tr><td>INSURER D:</td></tr> <tr><td>INSURER E:</td></tr> <tr><td>INSURER F:</td></tr> </table>	INSURER A:	INSURER B:	INSURER C:	INSURER D:	INSURER E:	INSURER F:						
INSURER A:													
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COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <b>3</b> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ <b>7</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <b>5</b> <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <b>8</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ <b>9</b> PROPERTY DAMAGE (Per accident) \$ \$
	<b>10</b> UMBRELLA L.I. LAB EXCESS LAB <b>11</b> OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>12</b> E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**14** Attachments: Additional Insured /Waiver of Subrogation Primary, Non-contributory / Cancellation

CERTIFICATE HOLDER	CANCELLATION
<b>15</b>	SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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1. Verify that the Named Insured matches the contract (your business partner).

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Innovative Solutions. Enduring Principles.

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