

INSURANCE REQUIREMENTS FOR CHARTERED AIRCRAFT:

Service provider shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained for the Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Service Provider from liabilities that might arise out of the performance of the work under this Contract by the Service Provider, its agents, representatives, employees or subcontractors, and Service Provider is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Service Provider shall procure and maintain the minimum insurance coverage's set forth below.

1. Comprehensive Aircraft Liability

Policy shall include general liability, bodily injury and property damage to third parties, passenger liability, contractual liability, and completed operations liability.

- No less than \$5,000,000 times the number of seats on the aircraft, \$8,000,000 preferred
- No less than \$50,000,000 per occurrence
- No sublimits for passenger bodily injury
- Certificate must specifically state that charter use is permitted by the carrier
- Certificate shall evidence the policy coverage territory
- Charter operator must provide evidence that liability coverage includes war, hijacking, and other peril insurance. Any sublimits should be specifically outlined.

2. Worker's Compensation/Employers' Liability

Workers Compensation for losses arising from work performed by or on behalf of the Service Provider.

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| • State Fund or Self-Insurance | Statutory |
| • Proof of Employers' Liability (stop gap) | \$1,000,000 |

B. **ADDITIONAL REQUIREMENTS:** All policies shall meet the below requirements.

1. With the exception of Worker's Compensation and Employer's Liability coverage, **shall be endorsed to include "Bowling Green State University and its governing board, officers, agents and employees" as additional insured with respect to liability arising out of the activities performed by or on behalf of the Service Provider.**
2. Shall be endorsed to apply on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
3. Shall be written on an occurrence basis (professional and pollution liability on a claims-made basis).
4. Shall contain a waiver of subrogation in favor of Bowling Green State University and its governing board, officers, agents and employees for losses arising from work performed by or on behalf of the Service Provider.
5. Limits can be met with a combination of primary and/or excess/umbrella coverage or equivalent.
6. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this Project.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled or materially changed except after thirty (30) days prior written notice has been given to the University. Such notice shall be sent directly to the University Risk Management department.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A- VII.
- E. **VERIFICATION OF COVERAGE:** Service Provider shall furnish the University with certificates of insurance (ACORD form or equivalent) as required by this Contract, along with a copy of required policy endorsements upon request. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf.
- All certificates and endorsements are to be received and approved by the University before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- F. **SUBCONTRACTORS:** Service Providers' certificate(s) shall evidence that all subcontractors are included as insureds under its policies or Service Provider shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **DOCUMENT SUBMISSION:** Certificates of Insurance, copies of required endorsements, notices of cancellations, and any other documentation as required by the insurance provisions of this Contract shall be sent to:

Bowling Green State University
Attn: Risk Management
1851 N Research Drive
Bowling Green, OH 43403