University of the Incarnate Word Minimum Insurance Requirements
Effective May 1, 2022

The following are the minimum insurance guidelines and coverage requirements for short term lease agreements, special events, short- and long-term projects, and commercial lease of UIW or St. Anthony Catholic High School facilities and premises. The appropriate insurance requirements need to be inserted into the insurance section of the Agreement.

UIW Insurance Guidelines:

1. Any party to a contract with UIW is required to maintain insurance and submit a Certificate of Insurance and Additional Insured Endorsements as evidence of coverage that meets the requirements specified herein, according to the nature of the event, use, or service provided. UIW reserves the right to require specific coverage amounts, policies, or endorsements in addition to those described in the minimum coverage requirements, outlined below, or as necessary to comply with federal, state, and local rules and ordinances.

2. Certificates of Insurance and Additional Insured endorsements shall be provided to UIW not less than thirty (30) days prior to the effective date or start date of any contract or agreement.

3. The Certificate of Insurance shall list "University of the Incarnate Word" as the certificate holder, as follows:

   University of the Incarnate Word
   4301 Broadway St., CPO 1
   San Antonio, Texas 78209

   The Certificate of Insurance shall list "St. Anthony Catholic High School" as the certificate holder, if their locations are being utilized under the Agreement as follows:

   St. Anthony Catholic High School
   4301 Broadway St., CPO 1
   San Antonio, Texas 78209

4. The insurance policy must name the University of the Incarnate Word, its Board of Trustees' present and past members, employees, officers, directors, agents, and volunteers as additional insureds for both ongoing and completed operations under general liability, umbrella/excess liability, environmental liability, and all other policies unless otherwise specified by contract. St. Anthony Catholic High School must be named as an Additional Insured if their locations are being utilized under the Agreement.

5. A Waiver of Subrogation in favor of UIW and its Board of Trustees' present and past members, employees, officers, directors, and agents under all policies if required by written contract.

6. Insured parties must provide a minimum of thirty (30) days advance notice of cancellation, non-renewal, or material change of policies required under the Agreement.

7. Insurance coverage provided shall be primary and non-contributory to any insurance coverage or self-insurance maintained by UIW.

8. UIW requires that all parties to a contract with UIW provide a renewal Certificate of Insurance within five (5) days of policy renewal.

9. UIW may, in its sole discretion, require proof of professional liability and pollution liability coverage be provided for up to three (3) years after completion of a project or service.

10. The insured shall assess its own risks and if it seems appropriate and/or prudent, maintain higher limits and/or broader coverage. The insured is not relieved of any liability or obligation under its Agreement with UIW by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

11. The insured agrees and understands that the insurance requirements specified in the contract or agreement do not reduce the liability the insured has assumed in the indemnification and hold harmless section of the contract or agreement.

12. UIW reserves the right to approve the security of the insurance coverages provided by the Insurance Compan(ies) terms, conditions, and the Certificate of Insurance. Failure of the insured to fully comply with these requirements during the term of the contract or agreement will be considered a material breach and will be cause for immediate termination of the contract or agreement in UIW's sole discretion.

Minimum Coverage Requirements:

1. Short-Term Lease Agreements, Special Events, and Commercial Lease of Premises

Commercial General Liability:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Each Occurrence Limit	$1,000,000
Personal/Advertising Injury	$1,000,000
Damages to Premises Rented to You	$50,000
Medical Payments (to any one person)	$5,000

Other Requirements/Considerations: Short-term lease, damage to use of or rented premises - $50,000 minimum limit is recommended. Commercial lease, damage to rented premises - $500,000 minimum limit is recommended.

Commercial Property:	Property Value
Umbrella Liability:	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Commercial Automobile Liability:	
Bodily Injury/Property Damage (CSL, Each Incident)	$1,000,000
Personal Injury Protection	$5,000

Other Requirements/Considerations: All owned, non-owned, rented, hired, and leased automobiles must be included. Coverage for "Any Auto" is recommended.

Workers' Compensation/Employers Liability:	
Workers' Compensation	Statutory
Employers Liability	
Each Accident	$1,000,000
Policy Limit by Disease	$1,000,000
Each Employee by Disease	$1,000,000

Other Requirements/Considerations: A Waiver of Subrogation in favor of UIW with respect to injury or illness to vendor's employees is required. A copy of the endorsement to the policy must be submitted to UIW prior to commencement of any work or service pursuant to the contract. Non-subscribers may be required to provide proof of financial strength by providing a letter of credit from a financial institution or other such proof of financial assurance. Self-insured entities will be required to provide a copy of the Certificate of Authority to Self-Insure as provided by the appropriate governmental regulating authority (in Texas, the Texas Department of Insurance, Division of Workers' Compensation). **Note: if the contracted entity is an individual or sole proprietor with no employees, coverage cannot be obtained, and an independent contractor affidavit should be obtained.**

Pollution Liability:	
Per Loss	$1,000,000
Aggregate	$1,000,000

Other Requirements/Considerations: Coverage is required whenever work under a contract involves a pollution risk to the environment. The coverage must include sudden and gradual coverage for third party liability, including defense costs and completed operations.

Professional Liability (for Design Professionals):

Each Occurrence/Incident/Claim	$1,000,000
Aggregate	$2,000,000

Other Requirements/Considerations: Professional liability for design professionals is required whenever a service provider is required to be certified, licensed, or registered by a regulatory entity and/or where the provider's error in judgment, planning, design, etc. could result in economic loss to UIW.

2. Vendor Agreements, Consultants or Professional Services

Commercial General Liability:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Each Occurrence	$1,000,000
Personal/Advertising Injury	$1,000,000
Damages to Premises Rented to You	$50,000
Medical Payments (to any one person)	$5,000

Umbrella Liability:

Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000

Other Requirements/Considerations: Not required of most vendors and consultants.

Commercial Automobile Liability:

Bodily Injury/Property Damage (CSL, Each Incident)	$1,000,000
Personal Injury Protection	$5,000

Other Requirements/Considerations: All owned, non-owned, rented, hired, and leased automobiles must be included. Coverage for "Any Auto" is recommended. Minimum limit for BI/PD for Bus Charters is $5,000,000, all others is $1,000,000.

Workers' Compensation/Employers Liability:

Workers' Compensation	Statutory
Employers Liability	
Each Accident	$1,000,000
Policy Limit by Disease	$1,000,000
Each Employee by Disease	$1,000,000

Other Requirements/Considerations: A Waiver of Subrogation in favor of UIW with respect to injury or illness to vendor's employees is required. A copy of the endorsement to the policy must be submitted to UIW prior to commencement of any work or service pursuant to the contract. Non-subscribers may be required to provide proof of financial strength by providing a letter of credit from a financial institution or other such proof of financial assurance. Self-insured entities will be required to provide a copy of the

Certificate of Authority to Self-Insure as provided by the appropriate governmental regulating authority (in Texas, the Texas Department of Insurance, Division of Workers' Compensation). **Note: if the contracted entity is an individual or sole proprietor with no employees, coverage cannot be obtained, and an independent contractor affidavit should be obtained.**

Professional Liability (for Design Professionals):

Each Occurrence/Incident/Claim	$1,000,000
Aggregate	$2,000,000

Other Requirements/Considerations: Professional liability for design professionals is required whenever a service provider is required to be certified, licensed, or registered by a regulatory entity and/or where the provider's error in judgment, planning, design, etc. could result in economic loss to UIW. UIW may require provider or consultant to provide proof of coverage for up to three (3) years following completion of the project.

3. Construction and Renovation

Commercial General Liability:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Each Occurrence	$1,000,000
Personal/Advertising Injury	$1,000,000
Damages to Rented Premises	$50,000
Medical Payments (to any one person)	$5,000

Other Requirements/Considerations: Aggregate limit must apply per project. Liability assumed by contract including defense costs must be included. Required additional insured status should apply to "on-going operations" and "completed operations" or the insured.

Builder's Risk: Project Value

Other Requirements/Considerations: Builder's Risk can be purchased by the general contractor or UIW. Written notice must be provided to UIW if the contractor does not intend to acquire this coverage prior to the start of the project. Costs of coverage, if purchased by UIW, will be charged to the contractor. The insurer must be notified and agree to partial occupancy before UIW occupies any portion of an addition to an existing structure or any portion or a newly constructed structure.

Umbrella Liability:

Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000

Other Requirements/Considerations: UIW may require higher limits on certain contracts.

Commercial Automobile Liability:

Bodily Injury/Property Damage (CSL, Each Incident)	$1,000,000
Personal Injury Protection	$5,000

Other Requirements/Considerations: All owned, non-owned, rented, hired and leased automobiles must be included. Coverage for "Any Auto" is recommended.

Workers' Compensation/Employers Liability:

Workers' Compensation	Statutory
Employers Liability	
Each Accident	$1,000,000
Policy Limit by Disease	$1,000,000
Each Employee by Disease	$1,000,000

Other Requirements/Considerations: A Waiver of Subrogation in favor of UIW with respect to injury or illness to vendor's employees is required. A copy of the endorsement to the policy must be submitted to UIW prior to commencement of any work or service pursuant to the contract. Non-subscribers may be required to provide proof of financial strength by providing a letter of credit from a financial institution or other such proof of financial assurance. Self-insured entities will be required to provide a copy of the Certificate of Authority to Self-Insure as provided by the appropriate governmental regulating authority (in Texas, the Texas Department of Insurance, Division of Workers' Compensation). **Note: if the contracted entity is an individual or sole proprietor with no employees, coverage cannot be obtained, and an independent contractor affidavit should be obtained.**

Pollution Liability:

Per Loss	$1,000,000
Aggregate	$1,000,000

Other Requirements/Considerations: Coverage is required whenever work under a contract involves a pollution risk to the environment. The coverage must include sudden and gradual coverage for third party liability, including defense costs and completed operations.

Professional Liability (for Design Professionals):

Each Occurrence/Incident/Claim	$1,000,000
Aggregate	$2,000,000

Other Requirements/Considerations: Professional liability for design professionals is required whenever a service provider is required to be certified, licensed, or registered by a regulatory entity and/or where the provider's error in judgment, planning, design, etc. could result in economic loss to UIW. UIW may require provider or consultant to provide proof of coverage for up to three (3) years following completion of the project.

4. Miscellaneous Coverage (when applicable)

Liquor Liability:	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Sexual Abuse and Molestation:	
Each Occurrence/Accused Person	$500,000
Aggregate	$1,000,000
Crime Coverage:	50% of the contract value or $100,000, whichever is greater.
Terrorism Coverage:	
Each Occurrence	$1,000,000
Aggregate	$2,000,000