

CERTIFICATES OF INSURANCE AND ENDORSEMENTS – REVIEW CHECKLIST RESOURCE GUIDE

The checklist attached is an example of how you may wish to review your contract specifications against the Certification of Insurance and Endorsements received from your service providers.

Please note that this checklist is designed to be used in review of your most common services; however, specialized services require different insurance requirements. Please consult the Insurance Requirements in Contracts (IRIC) manual which includes Insurance Requirements for the following:

1. Insurance Requirements for Most Contracts (not for professional services or construction risks)
2. Insurance Requirements for Professional Services
3. Insurance Requirements for Lessees (Not for Daily or Short Term Rentals)
4. Insurance Requirements for Vendors
5. Insurance Requirements for Construction Contracts
6. Insurance Requirements for Environmental Contractors and/or Consultants
7. Insurance Requirements for Agreements Involving Information Technology
8. Insurance Requirements for Airport, Airport Operations And FBOs
9. Insurance Requirements for the Use of UASs
10. Insurance Requirements for Chartering of Aircraft
11. Insurance Requirements for Marine Risks
12. Insurance Requirements for Rental of Facilities
13. Insurance Requirements for Instructors
14. Insurance Requirements for Bus and Transportation Contracts

Checklist

Sample CSURMA Indemnification and Insurance Requirements for Contracts

(Please review the different IRIC Exhibits for specific contract language based on your type of contract)

Certificate of Insurance Review

#	Coverage	Details	Limits	Rating	Ck
1.	Commercial General Liability	Each Occurrence <i>General Aggregate - If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</i>	\$2,000,000 \$2,000,000 or \$4,000,000	A.M. Best's rating of no less than A:VII for all insurers.	
2.	Automobile Liability	Per accident for bodily injury and property damage – <i>Required only if the auto is used in the performance of the scope of work.</i>	\$1,000,000		
3.	Workers' Compensation	Workers' Compensation – <i>Not required if the Contractor provides written verification that it has no employees.</i>	Statutory		
		Employer's Liability per accident for bodily injury or disease – <i>See note above.</i>	\$1,000,000		
4.	Professional Liability	Per Occurrence and Aggregate - <i>Normally required if the Contractor is providing a professional service regulated by the state, such as architects, engineers, doctors, certified public accountants, lawyers, etc.</i>	\$2,000,000		
5.	Cyber Liability or Technology Professional Liability	Per Occurrence or Claim – <i>Recommended for all IT vendors, consultants, shared hosting centers, cloud services, managed dedicated servers, programmers.</i>	\$2,000,000		
6.	Sexual Abuse or Molestation Liability	Per Occurrence Claim – <i>Recommended if the scope of work will include contact with minors. May be included as an endorsement on the CGL policy.</i>	\$1,000,000		
7.	Property Insurance	All-Risk of loss to tenant improvements or betterments – <i>Required for all lessees or sub-lessees.</i>	Replacement Cost		

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Required Endorsements Review

#	Required Endorsement	Ck
1.	Additional Insured Status The State of California, the Trustees of the California State University, California State University, add your Campus and your auxiliary organization(s) and employees, officers, directors, volunteers and agents (collectively "University") are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Required on the CGL policy. ▪ "Blanket" Additional Insured language which includes "as required by written contract or agreement" rather than the above language is generally acceptable. ▪ Additional Insured endorsement includes "your work" ▪ Additional Insured endorsement includes "products-completed operations hazard" Required for all contractors, service providers, and businesses that manufacture, distribute, or sell products.	
2.	Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at as respects the State of California, the Trustees of the California State University, California State University, add your Campus and your auxiliary organization(s) and employees, officers, directors, volunteers and agents (collectively "University"). Any insurance or self-insurance maintained by the Campus/Auxiliary, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Required on the CGL policy.	
3.	Waiver of Subrogation Contractor hereby grants to Campus/Auxiliary a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Campus/Auxiliary by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Campus/Auxiliary has received a waiver of subrogation endorsement from the insurer. Required on the WC policy.	

#	Required Endorsement	Ck
4.	Destruction of Electronic Data The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Campus/Auxiliary in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the Campus/Auxiliary may be endorsed onto the Contractor’s Cyber Liability Policy as covered property in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Campus/Auxiliary that will be in the care, custody, or control of the Contractor. Required on the Cyber Liability Insurance / Technology Professional Liability policy.	
5.	Legal Liability Coverage The Property Insurance is to be endorsed to include Legal Liability Coverage with a limit equal to the replacement costs of the leased property. Required on the lessee’s or sub-lessee’s property policy.	