



*Regents of the University of California
University Controlled Insurance Program (UCIP)*

***Bid/Contract Insurance Requirements
(Insurance Manual)***

For the

***UC Campus
Project Name***

Construction Project

[INSERT RENDERING]

This update: Insert Date

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Section 1: About the UCIP

The Regents of the University of California (“University of California”, “UC”, or the “Sponsor”) has elected to implement a University Controlled Insurance Program (“UCIP”) that will provide Workers’ Compensation, Employer’s Liability, General Liability, and Excess Liability coverage for the enrolled Construction Manager/General Contractor, Design-Builder, Prime Contractors (referred to as “General Contractor” as appropriate for the type of delivery method), and subcontractors of every tier (collectively referred to as “Subcontractor(s)”, unless otherwise specified), for Work on or at the Project Site. The enrolled General Contractor and Subcontractors shall also be referred to as Enrolled Parties.

The UCIP is a single insurance program that also insures UC, the University Campus, and other designated parties. UC will pay premiums associated with the UCIP, subject to verification that the Contract amount is exclusive of all Cost of UCIP Coverage as provided in Section 2 of this manual and unless otherwise stated in the Contract documents.

Note: Participation in the UCIP is mandatory (but not automatic) for all Eligible Parties, unless operations are specifically excluded. Therefore, UC has specified that insurance costs be excluded from all bids and any change orders.

The Enrolled Parties shall have excluded from their bids costs for insurance as set forth in Section 2. Upon award, the selected General Contractor and Subcontractors will be required to complete UCIP registration with the UCIP Administrator, who will verify the insurance cost amount identified. The Enrolled Parties will receive approval from the UCIP Administrator in the form of a Certificate of Insurance for UCIP coverage, which is issued by the UCIP Administrator. Excluded Parties will receive approval from the UCIP Administrator in the form of an email or letter.

While the UCIP is intended to provide uniform coverage and reasonable limits, the UCIP is not intended to meet all the insurance needs of the Enrolled Parties. **The UCIP does not provide all of the insurance required for the project, for example but not limited to coverage for Professional Liability, Environmental/Pollution Liability, Automobile Liability, Equipment Floaters, Builder’s Risk or bonds.** Note that while the UCIP does not include coverage for Builder’s Risk, UC does in certain cases provide this coverage through a different Master Program / policies (please see General Conditions for details). It is recommended that the Enrolled Parties discuss the UCIP with their insurance agent or consultant to assure that other proper coverage is maintained.

Note: Insurance coverage and limits provided under the UCIP are limited in scope and are specific to Work performed after the inception date of your enrollment into this program. It is recommended you have your insurance representative review this information. Any additional coverage you procure will be at your option and expense.

In addition to the insurance provided under the UCIP, Enrolled Parties shall obtain and maintain, and shall require each of their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in Section 4. Enrolled Parties no longer enrolled in or covered by the UCIP and Excluded Parties shall obtain and maintain, and require each of their Subcontractors of every tier to obtain and maintain, the insurance coverage specified in Section 4.

About this Manual

This Insurance Manual has been prepared by Alliant Insurance Services, Inc. (Broker and UCIP Administrator), UC, and the University Campus. This manual is designed to provide an overview of the UCIP and identify, define, and assign responsibilities for the administration of the UCIP. This document may be updated from time to time during the course of the Contract and the Enrolled Parties hereby agree that the most current version of this Insurance Manual is binding as part of the Contract. Insurance Manuals will be distributed by the UCIP Administrator to the General Contractor and, as requested, to each Subcontractor.

What this Manual Does

This manual:

- Sets forth the responsibilities of the various parties involved at the Project Site, including the insurance-related obligations of the General Contractor and Subcontractors of all tiers, whether or not enrolled in the UCIP.
- Describes the general structure of the UCIP.
- Provides a basic description of UCIP coverage.
- Describes audit and administrative procedures.
- Provides answers to basic questions about the UCIP.

What this Manual Does Not Do

This manual does not:

- Provide complete information about coverage.
- Amend, modify, or change the policies.
- Provide coverage interpretations or answer specific claim questions.

Refer questions concerning the UCIP, its administration, insurance coverage, or claims to the appropriate party identified in the UCIP Directory below.

This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverage. The terms and conditions of the insurance policies will govern how coverage is applied. The information herein is not intended to alter any provisions of the actual contract documents of the General Contractor or Subcontractors, and if any such conflict occurs, the contract documents will govern.

UCIP Directory

UCIP Sponsor

The Regents of the University of California, Office of the President, 1111 Franklin Street, Oakland, CA 94607

UCIP Broker, Manager, and Administrator

Alliant Insurance Services, Inc., 2175 N. California Street, Suite 715, Walnut Creek, CA 94596

Title	Name	Phone Number	E Mail Address
Alliant (Broker) Account Executive	Jacqui Flynn	818-237-0842	Jacqueline.Flynn@alliant.com
UCIP Senior Account Manager	Helena M. McGee	415-855-8574	Helena.McGee@alliant.com
UCIP Risk Consultant – Northern California	Kristen McCarty	661-434-9117	Kristen.McCarty@alliant.com
UCIP Risk Consultant – Southern California	David Baldovin	714-612-9069	David.Baldovin@alliant.com
UCIP Administration	Alliant Administrative Team	866-389-5923	WrapUp@alliant.com

**University Controlled Insurance Program
 Bid/Contract Insurance Requirements (Insurance Manual) for the
 Project Name Construction Project**

UCIP Insurer

Liberty Mutual Insurance, 157 San Diego Street, Boston, MA 02116

Title	Name	Phone Number	E Mail Address
Regional Safety Manager	Robert Pinney	916-524-4264	Robert.Pinney@LibertyMutual.com
Claims Reporting	n/a	888-485-2669	CLClaimReports@LibertyMutual.com

University Campus

UC Campus, Full Address

Title	Name	Phone Number	Email Address
Project Manager			
Contracts Manager			
Contracts Administrator			
Campus Risk Manager			

Project General Contractor

General Contractor, Full Address

Title	Name	Phone Number	E Mail Address
Project Director			
Senior Project Manager			
Senior Project Manager			
Project Superintendent			
Project Administrator			
General Contractor Safety Manager			
Subcontractor Insurance Compliance Coordinator			

All incidents and accidents are to be reported immediately to the General Contractor Safety Manager and the UCIP Risk Consultant.

For emergencies call 911

UCIP Definitions

The following definitions shall apply throughout this manual:

Additional Insureds	Other parties that UC requires to be added to policies are added as additional insureds. These parties are also referred to as Insureds.
Certificate of Insurance	A document providing basic information for a particular insurance policy or policies.
Contract	A written agreement between the General Contractor and the University Campus, a written agreement between the General Contractor and prime contractor, or a written agreement between a Subcontractor of any tier and its hiring contractor, as set forth in the Contract documents.
Cost of UCIP Coverage	<p>General Contractor's or Subcontractor's projected or actual cost should they have provided the Workers' Compensation and Employer's Liability, Commercial General Liability, and Excess/Umbrella Liability insurance that is provided under the UCIP.</p> <p>The Cost of UCIP Coverage includes insurance premiums, related taxes and assessments, markup on the insurance premiums, and losses retained through the use of a self-funded program, self-insured retention, or deductible program. The cost of insurance must include expected losses within any retained risk.</p>
Eligible Parties	Unless excluded under Excluded Parties, the General Contractor and all Subcontractors of every tier and such other persons or entities as UC may designate, at its sole discretion that will perform any labor at the Project Site. Labor may be performed either by the party or by a Subcontractor to a party.
Enrolled Party/Parties	<p>Entities who have been awarded work, who have submitted all necessary enrollment forms, have met the enrollment requirements, and have been issued a Certificate of Insurance by the UCIP Administrator.</p> <p>Insureds on the UCIP policies, which include:</p> <ol style="list-style-type: none"> 1. The General Contractor that is eligible for and enrolls in the UCIP; 2. A Subcontractor that is eligible for and enrolls in the UCIP; 3. Any other Eligible Party that enrolls in the UCIP.

<p>Excluded Parties</p>	<p>Entities that are not enrolled in the UCIP. These include, but may not be limited to:</p> <ol style="list-style-type: none"> 1. Contractors whose Work includes demolition by means of blasting techniques or wrecking ball; 2. Contractors whose Work includes hazardous materials remediation, removal and/or transportation companies and their consultants; 3. Architects, surveyors, engineers, and soil testing engineers, and their consultants (except for architects, surveyors, engineers and soil testing engineers that are employees of Contractor or Subcontractor); 4. Vendors; 5. Suppliers, material dealers, manufacturing representatives, truckers, haulers, drivers, common carriers, equipment rental companies who perform equipment maintenance (does not apply to those who erect or install such rented equipment at the jobsite, or provide operators) and others who do not perform Work at the Project site or who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site; 6. Persons or Entities who are not an Eligible Party who are enrolled in the UCIP; and 7. Any other person or entity that the University, acting in its sole discretion, elects to exclude, even if otherwise eligible.
<p>General Contractor</p>	<p>The construction management firm, general contracting firm, design-builder firm, or prime contractor firm (referred to as “General Contractor” as appropriate for the type of delivery method), under direct Contract with the University of California or one of its campuses or medical centers for the overall responsibility of the Project Site during its construction.</p>
<p>Insured</p>	<p>The University of California and the Enrolled Parties that have been named in a policy, Certificate of Insurance, or advice of insurance signed by a duly authorized representative of the Insurers.</p>
<p>Insurer</p>	<p>The companies underwriting insurance coverage provided under the UCIP.</p>
<p>On-Site Activities</p>	<p>Those activities on or at the Project Site</p> <p>The UCIP does not provide insurance coverage for permanent yards or other locations of the General Contractor or Subcontractors that have not been designated in the Contract Documents, except as specifically requested by the Enrolled Contractors and/or University Campus, approved by the University of California’s Office of the President, and endorsed by the Insurer.</p>
<p>Project Site</p>	<p>As defined in the Contract Documents (General Conditions) and on file with Insurer.</p>

**University Controlled Insurance Program
 Bid/Contract Insurance Requirements (Insurance Manual) for the
 Project Name Construction Project**

Sponsor	The Regents of the University of California, also referred to as the University of California or "UC".
Subcontractor	A company providing labor on the Project Site that has entered into a Contract with the University, the General Contractor, or a hiring Subcontractor. All trades are to be enrolled into the UCIP unless the University of California specifically approves exclusion or unless an Excluded Party.
UCIP	The University Controlled Insurance Program, which is the program under which Workers' Compensation, Employer's Liability, Commercial General Liability, and Excess Liability are provided to Enrolled Parties while performing operations at the Project Site. The UCIP does not provide other coverages that might be required for Enrolled Parties, for example, Professional Liability, Pollution Liability, Automobile Liability, Equipment Floaters, Builder's Risk, or Performance Bonds.
UCIP Administrator	The firm responsible for day-to-day administration of the UCIP: <ul style="list-style-type: none"> Alliant Insurance Services, Inc. (identified as "Alliant") 2175 N. California Blvd. Suite 715 Walnut Creek, CA 94596 Refer to the UCIP Directory.
UCIP Broker/Manager	The firm responsible for brokering, managing, and administering the UCIP: <ul style="list-style-type: none"> Alliant Insurance Services, Inc. (identified as "Alliant") 2175 N. California Blvd. Suite 715 Walnut Creek, CA 94596 Refer to the UCIP Directory.
University Campus	The UC campus or medical center that is under direct Contract with the General Contractor for the Work.
Work	As defined in the Contract Documents (General Conditions).

Section 2: Applicability of the UCIP

Subcontractors not enrolled in the UCIP shall be required to maintain their own insurance. Coverage types and limits set forth in Section 4 (including, but not limited to, Workers' Compensation, General Liability, Excess Liability, and Automobile Liability) are minimums. Prior to commencing Work at the Project Site, the Enrolled Parties shall promptly furnish the UCIP Administrator with a Certificate of Insurance, evidencing that all required insurance is in force. Please see the *Sample Certificate of Insurance for Non-UCIP Coverage* in Section 7.

Bidding General Contractors' and Subcontractors' Insurance Cost Identification

In all bids, the Eligible Parties to be enrolled in the UCIP shall identify all projected costs associated with Cost of UCIP Coverage for all of their on-site Work, including, but not limited to, insurance premiums, expected losses within any retention, or deductible program.

By completing the online registration for UCIP, which will consist of providing certain details as well as uploading supporting documents (copies of policy declaration pages with premium rate pages; a Certificate of Insurance) in the Alliant's Wrap Administration System (WrapX), the Eligible Parties warrant that all Costs of UCIP Coverages described in this section have been correctly identified for the on-site Work and excluded from their bids.

When completing information on the Excess premium charges in WrapX, the Eligible Parties will utilize their applicable insurance rate. If an Excess rate is not available and the Eligible Parties' policies are written on a flat premium basis, the Eligible Parties will develop a rate based upon their overall annual payroll or receipts. The payroll (or receipts) will be divided into the Excess premium charge to determine a fair rate to apply to insurance for the Contract.

The below coverage and limit basis should be used for the purpose of calculating and reporting the projected Cost of UCIP Coverage. These costs are NOT to be included in the Eligible Parties bid.

Workers' Compensation and Employer's Liability

Workers' Compensation insurance statutory benefits as provided by state statute and Employer's Liability annual limits:

- \$1,000,000 Bodily Injury by Accident, each accident
- \$1,000,000 Bodily Injury by Disease, policy limit
- \$1,000,000 Bodily Injury by Disease, each employee

Commercial General Liability

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal/Advertising Injury Aggregate
- \$1,000,000 Each Occurrence Limit

Coverage must be on an Occurrence Form and it must apply to bodily injury and property damage for ongoing operations (including explosion, collapse, and underground coverage), independent contractor or subcontractor, and products and completed operations.

Excess Liability/Umbrella

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

Change Order Pricing

Change Orders submitted by the Enrolled Parties must **exclude** the Cost of UCIP Coverage as specified in this section.

Section 3: UCIP-Provided Coverage

UC, at its sole expense, has implemented the UCIP to furnish certain insurance coverage with respect to On-Site Activities. The UCIP will be for the benefit of UC, the University Campus, and its Enrolled Parties, which have on-site labor. Such coverage applies only to Work performed under Contract at the Project Site. Enrolled Parties must provide their own insurance for offsite activities and coverage not provided by the UCIP (see Sections 3 and 4). Excluded Parties must provide their own insurance for all offsite and on-site activities.

The UCIP Administrator will provide, upon enrollment, a Certificate of Insurance evidencing Workers' Compensation, General Liability, and Excess Liability coverage to the Enrolled Parties, each of whom will then be a named insured on the UCIP policies. Other documentation, including claim reporting forms, posting notices, etc., will be available to the Enrolled Parties via the online administration system (WrapX). Each Enrolled Party will receive a separate UCIP Workers' Compensation policy issued by the UCIP Insurer and distributed by the UCIP Administrator through WrapX.

Upon confirmation of enrollment, insurance policies will be made available to Enrolled Parties within the documents section of your contract in WrapX.

The terms of such policies or programs may be, from time to time, amended. The Enrolled Parties hereby agree to be bound by the terms of coverage as contained in such insurance policies. If any conflict exists between this Insurance Manual and the UCIP policies, the insurance policies will govern.

Note: The UCIP only applies for the Construction Services/Phase as summarized below.

- **For CM-at-Risk Contracts:**
 - * Phase 1: Pre-Construction Services—UCIP does NOT apply to this portion of the Work
 - Phase 2: Construction—UCIP does apply to this Work
- **For Design Build Contracts:**
 - * Phase 1: Design Development Documents—UCIP does NOT apply to this portion of the Work
 - * Phase 2: Construction Documents—UCIP does NOT apply to this portion of the Work
 - Phase 3: Construction—UCIP does apply to this Work
- **For Lump Sum and Multiple Prime Trade Contracts:**

UCIP only applies once a Notice-to-Proceed has been issued for Work on or at the Project Site.

Only once UC has executed the first Notice to Proceed for Work in the applicable Phase as shown above, coverage for each Enrolled Party will incept as per the date shown in the Certificate of Insurance evidencing enrollment in the UCIP.

- * **The General Contractor and Subcontractors are Excluded Parties for the noted phases and any other contracted services/phase(s) that precede a Notice to Proceed for Work on or at the Project Site and must provide evidence of insurance as specified for Excluded Parties in Section 4 during this time.**

UC will provide and maintain in force the types of insurance listed below as a part of the UCIP for all Enrolled Parties. The Enrolled Parties agree that the insurance company policy limits of liability, coverage terms, and conditions shall determine the scope of coverage provided by the UCIP.

Note: Insurance coverage and limits described in this Section are limited in scope and are specific to Work performed at the Project Site and after the inception date of your enrollment into the UCIP.

Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

This summary is not an insurance policy and is not intended to amend, alter, or extend the coverage afforded by the UCIP policies. The coverage provided under the UCIP policies is governed by the terms, conditions, exclusions, and limitations of the UCIP policies. The following descriptions provide a summary of the insurance coverage provided under the UCIP.

Workers' Compensation and Employer's Liability Insurance

Workers' Compensation/Employer's Liability will be provided in accordance with applicable California laws. Limits of liability and coverage will be as follows:

- Workers' Compensation..... California Statutory Benefits
- Employer's Liability:
 - \$1,000,000.....Bodily Injury by Accident, each accident
 - \$1,000,000.....Bodily Injury by Disease, policy limit
 - \$1,000,000.....Bodily Injury by Disease, each employee

Note: General Contractor and all Subcontractors' premium and loss experience will be reported to the rating authorities for use in calculating their own experience modification. Losses on any UCIP Project Site will directly impact the General Contractor's and Subcontractors' future insurance costs; therefore, it is critical, as well as beneficial, for all safety procedures to be followed on the Project Site.

Commercial General Liability Insurance

General Liability will be provided on an "occurrence" form under a master liability policy, reflecting the following limits of liability, coverage, and terms:

- Limits of Liability:
 - \$ 4,000,000General Aggregate (Reinstated Annually)
 - \$ 4,000,000Completed Operations Aggregate
 - \$ 2,000,000Bodily Injury & Property Damage, each occurrence
 - \$ 2,000,000Personal/Advertising injury, each occurrence
 - \$ 1,000,000Fire Damage Legal Liability
 - \$ 10,000Medical Expense
- Coverage and Terms shall include, but not be limited to, the following:
 - Aggregate limits specified are shared by all Enrolled Parties for all projects insured for the University Campus and any associated medical center.
 - Products and Completed Operations Extension is 10 years.
 - This insurance will not provide coverage for products liability to any Insured party, vendor, supplier, offsite fabricator, material dealer, or other party for any product manufactured, assembled, or otherwise worked upon away from the Project Site.
 - This policy contains exclusions. Some key exclusions are:
 - Real and personal Property in the care, custody, or control of the Insured;
 - Asbestos;
 - Lead;

- EIFS;
- Fungi and Bacteria;
- Discrimination and Wrongful Termination;
- ERISA;
- Architects and Engineers Errors & Omissions;
- Owned & Non-Owned Aircraft, Watercraft, Pollution, and Automobile Liability;
- Nuclear Broad Form Liability
- Electronic Data Liability

Note: A single General Liability policy will be issued covering all Insureds.

Excess Liability Insurance

Excess Liability will be provided under a master liability policy for all Insureds reflecting the following Limits of Liability, Coverage, and Terms as follows:

- Limits of Liability:
 - \$100,000,000.....Each occurrence Limit
 - \$100,000,000.....Annual General Aggregate Limit
- Coverage and Terms include:
 - Aggregate limits specified are shared by all Enrolled Parties for all projects insured for the University Campus and any associated medical center.
 - The policies are follow form (provisions, coverage, exclusions, etc.) of underlying Commercial General Liability and Employer’s Liability policy wording.
 - University of California reserves the right to supply additional limits upon final review.

General Contractor Obligation

In the event of a UCIP Commercial General Liability loss, General Contractor shall pay to the University an amount as set forth below. Payment of the General Contractor Obligation shall not in any way limit the liability of General Contractor to University or otherwise. The amount to be paid, which is based on the Contract Sum of the Contractor’s Contract, at the time of loss, is as follows:

<u>Contract Sum at the Time of Loss</u>	<u>Amount to be Paid (Per Occurrence)</u>
\$2,500,000 or Less	\$ 10,000
\$2,500,001 to \$10,000,000	\$ 15,000
\$10,000,001 and Over	\$ 25,000

Note: General Contractor and Subcontractors are advised to procure insurance for owned or leased equipment and materials not intended for inclusion in the construction at the Project Site. The UCIP will not cover General Contractor or Subcontractor property.

UCIP Termination or Modification

UC or the University Campus may, for any reason, modify the UCIP coverage, discontinue the UCIP, or request that any Enrolled Party of any tier withdraw from the UCIP upon thirty (30) days written notice. Upon such notice, the Enrolled Party, as specified by UC in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by UC) of the UCIP coverage. The form, content, limits of liability, cost, and the Insurer(s) issuing such replacement insurance shall be subject to the University Campus' approval. The University Campus shall pay the Enrolled Party for the reasonable cost of replacement coverage approved by the University Campus.

Callback & Repair Work

Unless terminated by UC as set forth in the "UCIP Termination/Modification" above, the UCIP will continue to provide coverage for General Liability claims which result from warranty work undertaken by Enrolled Contractors for a period of 24 months at the conclusion of work at the Project Site. Workers' Compensation and Employer's Liability losses occurring during warranty work are excluded from UCIP coverage, and shall be covered under the Contractor's practice policy.

Section 4: General Contractor and Subcontractor-Provided Coverage

The General Contractor and all Subcontractors are required to maintain insurance coverage that protects the University of California from liability from claims or damages. These liabilities may arise from the General Contractor's and Subcontractors' operations performed off the Project Site at locations that have not been disclosed to the UCIP Administrator and scheduled on the UCIP policies, from activities not insured by the UCIP, or from operations performed by Excluded Parties.

Note: The UCIP only applies for the Construction Services/Phase as summarized below.

- **For CM-at-Risk Contracts:**
 - * Phase 1: Pre-Construction Services—UCIP does NOT apply to this portion of the Work
 - Phase 2: Construction—UCIP does apply to this Work
- **For Design Build Contracts:**
 - * Phase 1: Design Development Documents—UCIP does NOT apply to this portion of the Work
 - * Phase 2: Construction Documents—UCIP does NOT apply to this portion of the Work
 - Phase 3: Construction—UCIP does apply to this Work
- **For Lump Sum and Multiple Prime Trade Contracts:**
 - UCIP only applies once a Notice-to-Proceed has been issued for Work on or at the Project Site.

Only once UC has executed the first Notice to Proceed for Work in the applicable Phase as shown above, coverage for each Enrolled Party will incept as per the date shown in the Certificate of Insurance evidencing enrollment in the UCIP.

- * **The General Contractor and Subcontractors are Excluded Parties for the noted phases and any other contracted services/phase(s) that precede a Notice to Proceed for Work on or at the Project Site and must provide evidence of insurance as specified for Excluded Parties in Section 4 during this time.**

There are two types of General Contractors and Subcontractors: Enrolled Parties and Excluded Parties.

- Enrolled Parties are to provide evidence of Workers' Compensation and General Liability Insurance for **offsite activities** and Automobile Liability insurance for **both on-site and offsite activities** via Certificate(s) of Insurance with additional insured endorsements as per the insurance specifications in the Contract.
- Excluded Parties (not enrolled) must provide evidence of Workers' Compensation, General Liability, Auto Liability, and other insurance as required by the scope of Work (i.e. Hazardous Remediation Pollution Liability), if any, for all activities, both on-site and offsite, via Certificate(s) of Insurance with additional insured endorsements as per the insurance specifications in the Contract.

General Contractor and Subcontractors must submit verification of insurance in the form of a Certificate of Insurance on a standard ACORD 25 form to the UCIP Administrator prior to mobilization on-site and within ten (10) days of any renewal, change, or replacement of coverage. A sample of an acceptable Certificate of Insurance is provided in Section 7 of this Insurance Manual.

Certificates of Insurance must provide a notice of cancellation clause in accordance with the policy provisions.

Pursuant to the instructions to bidders, the General Contractor shall provide its Certificates of Insurance to the University Campus, with a copy to the UCIP Administrator, within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible bidder. All Subcontractors of every tier shall provide, prior to

mobilization, their Certificates of Insurance directly to the UCIP Administrator, via the online administration system (WrapX).

The limits of liability shown for the insurance required of each General Contractor and Subcontractors are minimum limits only and do not restrict the liability imposed on the General Contractor and Subcontractor for Work performed under the Contract. Limits required below can be provided by a combination of primary and umbrella/excess liability insurance. If umbrella/excess liability coverage is to be provided, such policies shall follow form (provisions, coverage, exclusions, etc.) of underlying Commercial General Liability, Employer’s Liability, and Automobile Liability policy wording.

Automobile Liability Insurance

All contractors enrolled in and excluded from (not enrolled in) the UCIP are to provide evidence of Commercial Automobile Liability Policy, which covers all owned, hired, leased and non-owned automobiles, trucks, and trailers with coverage limits not less than **\$1,000,000** per accident.

This can be a combination of the Commercial Automobile Liability and Excess Policy, each accident for bodily injury and property damage on-site and offsite.

Workers’ Compensation and Employer’s Liability Insurance

**All contractors enrolled in the UCIP must provide for offsite activities only;
 All contractors excluded from (not enrolled in) in the UCIP must provide for on-site and offsite activities.**

Part One -- Workers’ Compensation	Statutory Limit in the State in which Work for this Project is performed
Part Two -- Employer’s Liability:	<u>Annual Limits</u>
• Bodily Injury by Accident, each accident	\$ 1,000,000
• Bodily Injury by Disease, each employee	\$ 1,000,000
• Bodily Injury by Disease, policy limit.....	\$ 1,000,000

Commercial General Liability / Umbrella Liability

**All contractors enrolled in the UCIP must provide for offsite activities only;
 All contractors excluded from (not enrolled in) the UCIP must provide for on-site and offsite activities.**

	Limits of Liability	
	<u>Enrolled</u>	<u>Excluded</u>
• General Aggregate	\$ 2,000,000	\$4,000,000
• Products/Completed Operations Aggregate	\$ 2,000,000	\$4,000,000
• Personal/Advertising Injury Aggregate	\$ 1,000,000	\$2,000,000
• Each Occurrence Limit	\$ 1,000,000	\$2,000,000

Coverage must be on an Occurrence Form and it must apply to bodily injury and property damage for ongoing operations (including explosion, collapse, and underground coverage), independent contractor or subcontractor, and products/completed operations.

If any party's insurance includes an exclusion tied to 'controlled insurance programs' (a.k.a. "wrap-ups" or "OCIPs") or other project-specific insurance, it may apply only to the extent of coverage available to that party under the UCIP or other UC-provided insurance. Such exclusion may not be broader than what the UCIP or such other UC-provided insurance actually covers.

Property Insurance

General Contractor and Subcontractors are advised to arrange their own insurance for owned and leased equipment (not to be permanently installed or incorporated into the construction project), whether such equipment is located at the Project Site or "in transit". General Contractor and Subcontractors are solely responsible for any loss or damage to their personal property, including General Contractor and Subcontractors tools and equipment, temporary structures (including construction trailers) whether owned, used, leased, or rented by the General Contractor or Subcontractor. General Contractor and Subcontractors are also responsible for any loss or damage to property or materials created or provided under the Contract until the property or materials arrives at the Project Site.

Additional Insureds

With exception of Workers' Compensation and Employer's Liability insurance, the following shall be included as Additional Insureds and evidenced on the Certificate of Insurance:

The Regents of the University of California, and each of their representatives, consultants, officers, agents, employees, each of their representative's consultants, regardless of whether or not identified in the Contract documents or to the Contractor in writing.

The Commercial General Liability policy's Additional Insured provision or endorsement shall be at least as broad as the CG 20 10 07 04 in combination with the CG 20 37 07 04 (or earlier versions of CG 20 10 and CG 20 37 or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Offices (ISO), naming as Additional Insured those parties as listed above and shall be included with Certificates of Insurance. As to all other liability insurance policies, with exception to Professional Liability, Workers Compensation and Employer's Liability, similar provisions or endorsements for Additional Insured shall also be included with Certificates of Insurance. Such endorsement(s) shall also provide that insurance is primary with respect to the interests of UC and Additional Insureds and that any other insurance maintained by UC and Additional Insureds is excess and not contributing insurance with the insurance requirement hereunder.

Further, the amount of insurance available to UC or the additional insured shall be for the full amount of the loss up to the available policy limits and shall not be limited to any minimum requirements stated in the Contract Documents.

Refer to the sample Certificate of Insurance provided in Section 7 of this Insurance Manual. The list of Additional Insureds may be updated at any time due to contractual requirements of the University of California.

Waiver of Subrogation

General Contractor and Subcontractors of all tiers waive subrogation as set forth in Section 11.1.13 of the General Conditions.

The General Contractor's and Subcontractor's Commercial General Liability, Commercial Automobile Liability and Workers' Compensation/Employer's Liability insurance policies shall each be endorsed with a Waiver of Subrogation endorsement noting that the Contractor waives all rights of recovery by subrogation against University, University's representative, University's representative's consultants, their respective officers, agents, or employees, and any other contractor or Subcontractor performing Work or rendering services on behalf of University. Provisions or endorsements for Waiver of Subrogation shall be included with Certificates of Insurance and evidenced thereon.

Section 5: General Contractor and Subcontractor Responsibilities

Throughout the course of the Work at the Project Site, the General Contractor and Subcontractors will be responsible for reporting and maintaining certain records as outlined in this section. Additionally, General Contractor and each Subcontractors will be required to complete the Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications prior to commencement of Work by the General Contractor or Subcontractor.

The General Contractor and Subcontractors shall cooperate with the University of California and the UCIP Administrator in the administration and operation of the UCIP. The General Contractor's and Subcontractor's responsibilities shall include, but not be limited to, the following:

- Prior to starting work on a Project Site, the General Contractor and all Subcontractors, must provide the required documentation for verification of their insurance programs, along with Certificates of Insurance for non-UCIP coverage, via the online administration system (WrapX).
- No Eligible Party shall commence Work at the Project Site until it has received a Certificate of Insurance evidencing enrollment in the UCIP or, if determined to be an Ineligible Party, has provided a satisfactory Certificate of Insurance to the UCIP Administrator. Subcontractors eligible for the UCIP, which are on-site but not enrolled, will be removed from the Project Site until enrollment is completed.
- Providing each Subcontractor with a copy of this Insurance Manual. The Insurance Manual may be updated during the course of construction to reflect any changes in state rules and/or regulations or procedures that may be necessary. Said revisions shall replace all previous versions. Copies of any revised Insurance Manual shall be distributed by the General Contractor and/or UCIP Administrator.
- Timely notification to the UCIP Administrator of all subcontracts and lower-tier subcontracts, via *the online administration system (WrapX)*.
- Inclusion of the UCIP provisions in all subcontracts. The hiring contractor has the responsibility to ensure that all its eligible Subcontractors, of all tiers, are enrolled or receive approval from the UCIP Administrator to proceed as an Excluded Party, prior to each Subcontractor's commencement of Work.
- Compliance with the applicable construction safety program, administrative procedures, and claim procedures.
- Providing necessary Contract, operations, safety, and insurance information.
- Reporting of monthly payrolls to the UCIP Administrator, by the 10th of the month, via the online administration system (WrapX). Payroll is **unburdened** and by class code. **The UCIP Administrator may request certified payroll records and/or General Contractor or Subcontractor agreements to verify payroll submissions.**
- Cooperating with any broker, insurance company, or insurance administrator with respect to requests for claims, payroll, or other information required under the program.
- Attending periodic meetings regarding administration, claims review, or safety, as requested.
- Timely reporting to the General Contractor, the hiring contractor, the UCIP Safety Consultant and the Insurer of any and all claims or accidents, as well as providing status reports to the General Contractor, the hiring contractor and the UCIP Safety Consultant following an injury sustained at the Project Site. Additionally, each employer will provide its employees with the Medical Provider Network ("MPN") as included in the *Claim Kit*, available from the General Contractor.
- Completing all administrative tasks/action items in WrapX within the time frames required by the UCIP Administrator.
- By signing within WrapX via e-signature, contractor acknowledges that it meets the following minimum Occupational Safety and Health (OSHA) qualifications:

- The Contractor must have maintained a Workers' Compensation Experience Modification Rate ("EMR") that averages 1.25 or below for the past five years. It is further understood by the General Contractor and all Subcontractors (of any tier), that should a Subcontractor's EMR average be calculated as instructed above and found to NOT be 1.25 or below; AND/OR the Subcontractor is ineligible for an EMR, that Subcontractor shall be subject to additional safety oversight from the General Contractor Safety Representative (CSR) at the expense of the Contractor. General Contractor and Subcontractor shall develop and submit a written action plan to CSR to prevent/mitigate loss and injury. General Contractor and Subcontractor must adhere to such written action plan at all times while performing Work as described in the Subcontract. General Contractor and Subcontractor must coordinate with UCIP Loss Control Representatives to validate that an effective written action plan has been developed and implemented. In such case, the General Contractor's Safety Representative (CSR) will also be required to acknowledge (via signature) this protocol prior to the commencement of Work.
- The contractor must have had no Final Order (declared by OSHA) willful violations in California of Part 1 (Section 6300) of Division 5 of the Labor Code during the five-year period prior to bid opening.
- The contractor must have instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code.
- Upon completion of the General Contractor's and/or Subcontractor's Work on the Project Site, notify UCIP Administration, via *the online administration system (WrapX)*.

Note: Failure to follow the administrative or claim procedures outlined may result in the withholding of progress payments until compliance.

Responsibilities for Subcontractors

Each hiring party shall require that all its Subcontractors of every tier complete the online registration for UCIP and shall also provide an acceptable Certificate of Insurance, a copy of the declaration page(s), and premium rate page(s) for each policy to the UCIP Administrator, via the online administration system (WrapX). All Enrolled Parties must receive a Certificate of Insurance from the UCIP Administrator prior to beginning Work on the Project Site. All Excluded Parties must receive an email or letter from the UCIP Administrator, with approval to proceed as an Excluded Party, prior to beginning work on the project site. The General Contractor and each Subcontractor shall include all of the provisions in this Insurance Manual in every subcontract so that such provisions will be binding upon each Subcontractor of any tier. The General Contractor and all Subcontractors should ensure that their subcontract awards are net of the Subcontractor's Cost of UCIP Coverage. Each hiring contractor is responsible for the enrollment and deducts for all its tiers of Subcontractors.

General Contractor and Subcontractor Bids

The University of California shall pay all premiums for the UCIP. Each bidder is required to submit its bid for the project Work that is net of that General Contractor's or Subcontractor's projected or actual cost to provide the Workers' Compensation and Employer's Liability, Commercial General Liability, and Excess/Umbrella Liability insurance being provided under the UCIP. The section below, titled "Adjustments for UCIP Coverage Costs" describes the procedure for identifying the Cost of UCIP Coverage when bidding so these costs can be removed from the bid price. Section 7 of this manual contains a sample worksheet that can be used to estimate your insurance costs for the coverage provided under the UCIP.

Adjustments for UCIP Coverage Costs

Each Eligible Party is required to **exclude** from its bid the cost of the insurance that is provided under the UCIP. Completion of the online registration for UCIP is required from the General Contractor and all Subcontractors for each Contract on the Project Site.

Each Enrolled Party will be required to submit the insurance documentation listed below. Documentation will include the following pages from the Workers' Compensation, General Liability, and Excess Liability policies:

- Declarations or information page.
- Rate page(s) – rates must reflect first dollar coverage; no composite rates or corporate allocations based on deductible/retention programs.
- Deductible endorsements, upon request.
- Verification of EMR (Workers' Compensation only).
- Five (5) years of loss history from the insurance carrier, and including self-paid losses, for entities that retain losses through deductible, self-insured, or high retention programs in the amount of \$5,000 or more, upon request.

Change Orders

Change orders will be priced by the Enrolled Party to **exclude** the Cost of UCIP Coverage. The General Contractor and Subcontractors are responsible for ensuring that their Subcontractors of all tiers also remove the Cost of UCIP Coverage from their bids and Change Orders. The UCIP Administrator will assist in the verification of insurance cost identification calculations.

Enrollment

The General Contractor and Subcontractor shall provide details about their Subcontractors to the UCIP Administrator via the online administration system WrapX. The General Contractor and all Subcontractors of all tiers must complete the online registration for **each Contract** on the Project Site. *The online registration* must be completed and submitted to the UCIP Administrator, who will review and determine UCIP status (i.e. approved Enrolled Party vs. approved Excluded Party). The UCIP status must be approved and confirmed in writing by email by UCIP Administrator prior to commencing Work under that Contract on the Project Site.

Enrolled Parties will receive a Confirmation of Enrollment email and UCIP Certificate of Insurance from the UCIP Administrator to confirm acceptance of the applicant into the UCIP for each of its Contracts on the Project Site. These documents will clearly identify the effective dates of the UCIP coverage for the Contract. A separate Workers' Compensation policy will be issued and sent to each Enrolled Party. Additionally, a *Claim Kit* will be provided by the UCIP Administrator to the Subcontractor upon enrollment into the UCIP. The Claims Kit will be found in the Documents section of your contract in WrapX.

Excluded Parties will receive a Confirmation of Exclusion email from the UCIP Administrator.

Note: Enrollment into the UCIP is required, but not automatic. The eligible General Contractor(s) and all eligible Subcontractors must complete the online registration for UCIP and participate in the UCIP process in order to obtain UCIP coverage or approved status as an Excluded Party. Access to the Project Site will not be permitted until enrollment into the UCIP is complete or approved Excluded Party status is granted.

Safety Standards

Each General Contractor and Subcontractor is required to have a written safety program and to provide a designated safety representative who is on-site when any Work is in progress. Minimum standards for General Contractor and Subcontractor safety programs are outlined in the *University of California's Safety Standards Manual*.

A drug test program has been implemented for this project for "post-accident" and "for probable cause". The financial burden associated with these tests will be the responsibility of the employer of the affected worker(s). The

designated occupational clinic for the UCIP projects will administer the drug test at its facility. Please see the clinic address in the *UCIP Project Claim Kit*.

An employer representative will transport all injured workers (**for non-emergency cases only**) to the designated occupational clinic facility for treatment.

Please see the Contract documents or *Contractor's Drug Test Program* for more details.

Payroll Reporting

For insurance purposes, the Enrolled Parties agree, and shall require Subcontractors of all tiers to agree, to keep and maintain accurate and classified records of their payroll for operations under each Contract at the Project Site. The Enrolled Parties further agree, and will require all tiers of Subcontractors to agree, to furnish full and accurate monthly payroll data and information in accordance with the requirements of the UCIP Insurer. Such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the state manual rules.

- Contractors must use the online administration system, WrapX, unless authorized in writing by the UCIP Administrator to use an alternate method of reporting information.
- Payroll and receipts for the value of work in place must be submitted separately for each contract awarded for work at the Project Site.
- If no work is performed at the Project Site during the required reporting period, a report must be submitted showing "Zero Payroll/Receipts".
- If applicable, payments made to subcontractors shall also be identified separately.
- Use of Class Code 8810 shall apply ONLY to clerical employees who remain in the trailer and/or office located at the Project Site. Use of Class Code 5606 shall apply ONLY to individuals at the Project Site who supervise through a foreman or superintendent. ALL ENROLLED CONTRACTORS MUST MAKE THEIR PAYROLL RECORDS AVAILABLE UPON REQUEST OF THE UCIP INSURANCE COMPANY.
- FAILURE TO PROMPTLY PROVIDE REQUIRED PAYROLL REPORTS MAY RESULT IN DELAY OF CONTRACTORS' PROGRESS PAYMENTS UNDER THE CONTRACT.

Note: Each Enrolled Party shall be required to submit payroll electronically, via WrapX, to the UCIP administrator by the 10th of the month for the previous calendar month's work.

For auditing purposes, the Enrolled Party should provide its own insurance carrier(s) with the Contract value and payrolls associated with the UCIP Work which should not be applied against the Enrolled Party's own policies, since coverage was provided under the UCIP. While all hours (regular hours and overtime hours) should be included for UCIP payroll reporting, only regular time rates apply to all hours worked. Do not include overtime rates or any benefits.

Payroll Audits

Each Enrolled Party shall permit UC and its representatives to examine and/or audit their books and records and agree to submit backup information in the form of certified payrolls, if requested. The Enrolled Party shall also provide any additional information to UC or its appointed representatives as may be required.

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modification Ratings for your firm. All Enrolled Parties shall make available their books, vouchers, Contracts, documents, and records of any and all kinds to the UCIP insurance carrier(s) auditors or the UC's

representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

Closeout Procedures

Enrolled and Excluded Parties must notify the UCIP Administrator via WrapX, when all Work for each Contract at the Project Site is complete, or when the Enrolled/Excluded Party no longer has reasonable intent for workers to return to the Project Site. Notification to the UCIP Administrator of Work Completion in WrapX will signal the final payroll report for the completed Contract Work and initiate the audit of payroll by the UCIP Insurer.

Failure to notify the UCIP Administrator via WrapX and report all payrolls in a timely manner may result in UC withholding issuance of final payment and release of retention pursuant to Article 9 of the General Conditions.

Section 6: General Claim Reporting Procedures

All parties involved with the project shall report all injuries, occupational-related illnesses, or property damage to the General Contractor Safety Manager immediately. Enrolled Parties, Excluded Parties, and any other party involved with the Project Site will instruct employees and other personnel to report, in writing and within 12 hours, **all** accidents and occurrences resulting in bodily injury or property damage to the General Contractor Safety Manager and UCIP Safety Manager.

Please refer to the UCIP Directory in Section 1 of this manual.

Media Inquiries

Make no statements to the media. Refer all questions from the media to the Communications Office at the University location where the Project Site is located.

Investigation Assistance

General Contractor and all Subcontractors will report the claim to Insurer promptly and assist in the investigation of any accident or occurrence involving injury to persons or damage to property. General Contractor and all Subcontractors will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Workers' Compensation Claims

The main responsibility of all parties is to first see that the injured worker receives immediate medical care. For emergency treatment, the paramedics will determine the best emergency facility available for treatment.

For emergencies, dial 911.

Please refer to the *UCIP Project Claim Kit* for more specifics.

WC Claim Reporting Procedures

All Parties involved with the Project Site shall report all injuries or occupational-related illnesses to the General Contractor Safety Manager as soon as possible. Enrolled Parties' personnel will follow these procedures if an employee sustains bodily injury or an occupational related illness while working at the Project Site:

1. Injured workers should report to the General Contractor's Project Site offices for injury assessment.
 - Where medical treatment is required beyond the scope of First-Aid that can be administered on-site, the injured worker will be referred to the designated Occupational Health Clinic or Hospital. **Please refer to the *UCIP Project Claim Kit* for detail.**

Note: The financial burden associated with first aid claims will be the responsibility of the employer of the injured worker(s).

- The injured worker or accompanying supervisor should secure *Claim Form A: Treatment Authorization* from the General Contractor if they do not already have this form. **Please see *UCIP Project Claim Kit* for a copy of this form.**
2. Contact the designated medical facility to advise them that an injured worker will be arriving.

- Present *Claim Form A: Treatment Authorization* to the clinic or hospital upon registration to identify the injured worker as a UCIP participant working at a UCIP Project Site. **Please see *UCIP Project Claim Kit for a copy of this form.***
 - The General Contractor and injured worker's employer must designate a representative at the Project Site to escort the injured worker to the medical facility.
 - This individual is to remain with the injured worker at the medical facility while he/she is being treated.
 - The treating physician will provide a work status form, stating whether or not the injured worker can return to work, a list of restrictions, if any, and the estimated length of time the injured worker must be on modified duty.
 - Copies of the work status form should be provided to the injured worker, his/her employer, and the General Contractor Safety Manager.
 - If the work status form is not provided to the General Contractor, the General Contractor will request a copy from the injured worker's employer.
3. As soon as possible, but always within 12 hours of notice of injury sustained at the Project Site, the employer of an injured worker shall:
- Fill out Employee and Employer sections of the *Form 5020 California Employer's Report of Occupational Injury or Illness* and send it in to the insurance company when filing the claim. **Please see *UCIP Project Claim Kit for a copy of this form.***
 - Provide the injured worker with a copy of the completed *Form 5020 California Employer's Report of Occupational Injury or Illness*. **Please see *UCIP Project Claim Kit for a copy of this form.***
 - Conduct a Supervisor's Accident Investigation.
 - Report the Claim. **Please see *UCIP Project Claim Kit for instructions.***
- When an employer reports the claim through one of the above methods, Liberty Mutual, the UCIP insurance company, will fill out the *Employer's Report of Occupational Injury or Illness* (Form 5020) and send a completed copy to the state and back to the employer. This satisfies the employer's requirement to provide the report of injury to the state Industrial Relations Division. Liberty Mutual will also send a claims acknowledgement to the reporting employer with the assigned claim number and the Liberty Mutual claim adjuster contact information, as it becomes available.
4. Cooperate with the claims adjuster and keep General Contractor informed of the current work status of the injured worker.

Drug Test Program

A drug test program has been implemented for this project for "post-accident" and "for probable cause". The provisions of the drug test program will meet or exceed the General Contractor's corporate program. The financial burden associated with these tests will be the responsibility of the employer of the affected worker(s). Contractors will be responsible for all costs associated with drug screening.

Modified Duty / Early Return to Work Policy

The purpose of this program is to keep injured workers gainfully employed during recovery. Modified duty benefits the injured worker as well as the employer of the affected worker(s).

This policy establishes basic guidelines for an early return to work (transitional duty) assignment for injured workers. Each employer shall have a written early return to work program that shall be implemented on this Project Site unless specifically prohibited by the terms of a collective bargaining agreement. Please see the *Safety Standards Manual* for more information relating to early return to work.

General Contractor or Subcontractors are responsible for notifying the California Occupational Safety and Health Administration (Cal-OSHA) when one or more of their employees are seriously injured. A detailed incident report must be completed and turned in to the UCIP Safety Consultant and General Contractor Safety Manager within twenty-four (24) hours of the accident/incident. The employer will forward any additional documentation to the insurance carrier and to the UCIP Administrator.

Each employer will be required to attend all claims meetings and participate in the management of claims for its employees. When additional information is requested by the insurance carrier, the employer is required to cooperate with the assigned claims adjuster.

Medical Provider Network

General Contractor and Subcontractors working on a UCIP project will utilize the Medical Provider Network ("MPN") program for industrial injuries. This program is a benefit to the employer as it allows for more effective medical control for the life of the claim and may reduce many of the Workers' Compensation costs associated with each claim. The MPN contains an extensive number of occupational medicine facilities and other medical providers from which the injured worker is obligated by law to select if:

1. The employer (General Contractor/Subcontractor) has properly fulfilled its responsibilities.
2. The injured worker has not pre-designated his/her own personal physician.

MPN packets will be distributed to all Enrolled Parties by the UCIP Broker at the time of their enrollment approval. These packets must be distributed to all employees who will work at the Project Site. The General Contractor will also include the notification packets in its safety orientation to all employees attending the orientation.

Alternative Dispute Resolution

Should an Enrolled Party subscribe to or participate in an Alternative Dispute Resolution (ADR) process for Workers' Compensation claims outside of the UCIP, the Insurer is unable to recognize or acknowledge the ADR claim process for any reported UCIP Workers' Compensation claims. Enrolled Contractors shall notify/advise its employees working on any UCIP project that ADR claim processes will not apply.

Liability Claims

Incidents or accidents at or around the Project Site resulting in damage to property of others (other than the Enrolled Parties' own Work product), or personal injury or death to a member of the public, must be reported immediately to the designated General Contractor and UCIP Safety Consultant. The following procedures must be followed in the event of such an incident or accident:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting the police or fire authorities, as required by law.
2. Complete the *Report of General Liability Accident* form and report the incident and all subsequent inquiries or correspondence about an insured loss or claim, including a summons or other legal documents, to the General Contractor and UCIP Safety Consultant. **Please see UCIP Project Claim Kit for details.**

3. The General Contractor Safety Manager will report the claim. **Please see UCIP Project Claim Kit for instructions.**

Automobile Claims

No insurance coverage is provided for automobile accidents under the UCIP. It is the sole responsibility of the General Contractor and each Subcontractor to report accidents/claims involving their automobiles to their own insurers.

However, all accidents occurring in or around the Project Site must be reported to the designated General Contractor and UCIP Safety Consultant. The accident will be investigated to determine any liability arising out of the project's construction activities that could result in future claims (i.e., due to the conditions of the roads, etc.). General Contractor and Subcontractors shall cooperate in the investigation of all automobile accidents.

Section 7: UCIP Administration

Alliant Wrap Administration System (WrapX)

Description

WrapX is an online platform, which will be used for the following UCIP Administration tasks/activities:

- Registration; to be completed by parties requesting enrollment in UCIP as well as those companies requesting Exclusion from UCIP.
- Declaration of Minimum OSHA and EMR
- Monthly Payroll Reporting.
- To supply your Certificate of Insurance and Endorsements, evidencing coverage you are required to provide per your contract.
- Real Time Access to shared documents (e.g. Master UCIP policies, Subcontractor's CIP WC policy, Claims Kit, UCIP Certificate of Insurance, WrapX Starter Kit).
- To notify UCIP Admin of any companies you hire/award a contract to.
- To notify UCIP Admin of completion of your work; and supply final figures (CV; Payroll).

Procedure at Contract Award

Upon notification, within the online administration system, from your hiring contractor that a contract has been awarded, you will either:

- Receive a Welcome email with login information to WrapX. Upon creating your login, you will then proceed with the online registration for UCIP.
 - *This applies if you are not already a system user and thus do not have a login.*
- Receive an email instructing you to login to WrapX to proceed with the online registration for UCIP.
 - *This applies if you are already a system user and have a login.*

Documentation Needed

To facilitate the completion of the online registration, we recommend that you have the following documents available while completing the required fields in WrapX:

- Company details such as FEIN number, Experience Modification Rate (EMR) for most recent five years and contact information for various contact reasons (e.g. Payroll).
- Contract details such as contract value, Workers' Compensation Class code(s), estimated unburdened payroll and man hours.
- Certificate of Insurance and Endorsements.
- *[Enrolled Parties Only]* Declaration and Rate pages from your General Liability, Workers' Compensation, and Excess Liability policies. These are needed to complete several areas of the online registration.

**University Controlled Insurance Program
Bid/Contract Insurance Requirements (Insurance Manual) for the
Project Name Construction Project**

Sample Worksheet

Below is a sample worksheet that can be used to estimate your insurance costs for the coverage provided under the UCIP.

WC Class Code	Workers Compensation Classification	WC Rate	Man Hours	Unburdened Payroll ⁽¹⁾	WC Premium (Payroll x Rate / 100)
				\$	\$
				\$	\$
				\$	\$
WC Subtotals:				\$	(A) \$
				Experience Modifier (B)	\$
				Total Modified WC Premium (A x B) (C)	\$
Apply Modifier 1:				@ (rate)	\$
Apply Modifier 2:				@ (rate)	\$
Apply Modifier 3:				@ (rate)	\$
Apply Modifier 4:				@ (rate)	\$
Apply Modifier 5:				@ (rate)	\$
				Total WC Premium (D)	\$

It is extremely important to accurately estimate Project Site payrolls anticipated for this contract.

⁽¹⁾ Unburdened Payroll is all hours performed at the project site but only at straight-time rates (any overtime hours will be included at the straight-time rate equivalency).

General Liability:

Deductible or Retention ⁽²⁾: \$

Code / Rate (per <input type="checkbox"/> \$100 or <input type="checkbox"/> \$1,000)	Rates Based on <input type="checkbox"/> Payroll or <input type="checkbox"/> Receipts	GL Premium
/	\$	\$
/	\$	\$
/	\$	\$
Total GL Premium (E)		\$

⁽²⁾Note: If High Deductible/SIR Modifier was applied to the premium rating, such resulting credit shall not be included in this Insurance Cost Calculation.

Excess Liability:

Rate (per <input type="checkbox"/> \$100 or <input type="checkbox"/> \$1,000 or <input type="checkbox"/> Flat)	Rates Based on <input type="checkbox"/> Payroll or <input type="checkbox"/> Receipts	Total XS Premium (F)	\$
		\$	\$

Note: If Excess Premium is on a "flat" basis, contractor shall be expected to provide applicable underlying General Liability exposures to develop and substantiate a cost allocation for this contract. If this field is left blank, the UCIP Administrator will develop this cost on your behalf and may default to an Excess Liability premium equivalent to 50% of the General Liability Premium.

Total Insurance Costs:

Total Insurance Costs (D + E + F) (excluded from this contract):	(G)	\$
⁽⁴⁾ Apply % Overhead and Profit to Total Insurance Costs (G)	(H)	%
Total Insurance Costs (G + H) (excluded from this contract):	(I)	\$

⁽⁴⁾If no Overhead and Profit % is disclosed for (H) above, a 15% default mark-up will be automatically used.

Sample Certificate of Insurance and Endorsements for Non-UCIP Coverage

Sample Certificate of Insurance – Enrolled Party



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 Today's

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(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 Insurance Broker/Agent Name & Address	CONTACT NAME:	Broker Name	
	PHONE (A/C, No, Ext):	Broker Phone	FAX (A/C, No): Broker Fax
	E-MAIL ADDRESS:	Broker Email Address	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Contractor / Subcontractor Name & Address	INSURER A:	Carrier Name	
	INSURER B:	Carrier Name	
	INSURER C:	Carrier Name	
	INSURER D:	Carrier Name	
	INSURER E:		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	Policy Number	Date	Date	Each Occurrence See Section 4 General Aggregate See Section 4 Products - Comp Ops Aggregate See Section 4 Personal & Adv. Injury See Section 4
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> AUTOS <input type="checkbox"/> AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	Policy Number	Date	Date	Combined Single Limit \$1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	Policy Number	Date	Date	Each Occurrence See Section 4 Aggregate See Section 4
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	Policy Number	Date	Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. Each Accident \$1,000,000 E.L. Disease - Each Employee \$1,000,000 E.L. Disease - Policy Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Policies above apply to Work that is not insured by the UCIP and/or not performed at or on the UCIP Project Site.
 Automobile Liability is not included in the UCIP. Automobile Liability policy above applies to liability on and off the Project Site.
 Regents of the University of California, and each of their representatives, consultants, officers, agents, employees, each of their representative's consultants, regardless of whether or not identified in the Contract documents or to the Contractor in writing, are included as additional insured on the above general liability policy [pursuant to the ongoing and completed operations additional insured endorsements] and Automobile Liability policies. Coverage is primary and non-contributory. Waiver of Subrogation is included for General Liability, Workers Compensation and Automobile Liability.

CERTIFICATE HOLDER	CANCELLATION
Regents of the University of California c/o UCIP Administrator Alliant Insurance Services, Inc. 2175 N. California Blvd, Suite 715 Walnut Creek, CA 94596	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

Sample Certificate of Insurance – Excluded Party



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) Today's

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(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 Insurance Broker/Agent Name & Address	CONTACT NAME:	Broker Name	
	PHONE (A/C, No, Ext):	Broker Phone	FAX (A/C, No): Broker Fax
	E-MAIL ADDRESS:	Broker Email Address	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Contractor / Subcontractor Name & Address	INSURER A:	Carrier Name	
	INSURER B:	Carrier Name	
	INSURER C:	Carrier Name	
	INSURER D:	Carrier Name	
	INSURER E:		
	INSURER F:		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <small>(GEN)</small> AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	Policy Number	Date	Date	Each Occurrence See Section 4 General Aggregate See Section 4 Products - Comp Ops Aggregate See Section 4 Personal & Adv. Injury See Section 4
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	Policy Number	Date	Date	Combined Single Limit \$1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	Policy Number	Date	Date	Each Occurrence See Section 4 Aggregate See Section 4
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	Policy Number	Date	Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. Each Accident \$1,000,000 E.L. Disease - Each Employee \$1,000,000 E.L. Disease - Policy Limit \$1,000,000

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

Policies above apply to Work performed by Excluded Parties in connection with UCIP projects.

Regents of the University of California, and each of their representatives, consultants, officers, agents, employees, each of their representative's consultants, regardless of whether or not identified in the Contract documents or to the Contractor in writing, are included as additional insured on the above general liability policy [pursuant to the ongoing and completed operations additional insured endorsements] and Automobile Liability policies. Coverage is primary and non-contributory. Waiver of Subrogation is included for General Liability, Workers Compensation and Automobile Liability.

CERTIFICATE HOLDER	CANCELLATION
Regents of the University of California c/o UCIP Administrator Alliant Insurance Services, Inc. 2175 N. California Blvd, Suite 715 Walnut Creek, CA 94596	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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Sample Endorsements for Non-UCIP Coverage – see following pages

Acceptable language within the “Schedule” of the Endorsement/Form:

- “As required by written contract”
- “Where required by written contract”
- “Any person or organization for which the insured has agreed by written contract”

OR

- The Regents of the University of California, and each of their representatives, consultants, officers, agents, employees, each of their representative’s consultants, regardless of whether or not identified in the Contract documents or to the Contractor in writing.

Note: **Endorsements with contract privity language will not be accepted.** Contract Privity language restricts an endorsement’s applicability to only the two companies that sign the contract. For example, if the General Contractor and Subcontractor are the parties of the agreement, the endorsement will not extend to UC.

Examples of Contract Privity language:

- “Any person or organization who you are required under a written contract or agreement **between you and that person or organization**”
- “All persons or organizations **with whom you have entered into** a written contact or agreement”
- “Any person or organization, provided that **you and such person or organization have agreed in a written contract or agreement** to add such person or organization.

Sample GL Additional Insured, Ongoing: CG 2010 07/04

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
 CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Examples of ACCEPTABLE language to insert into Schedule:</p> <ol style="list-style-type: none"> 1. "Where required by written contract"; OR 2. "Any person or organization for which the Insured has agreed by written contract executed prior to loss to provide additional insured status"; OR 3. "The Regents of the University of California, and each of their representatives, consultants, officers, agents, employees, each of their representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing. <p>Examples of UNACCEPTABLE language within the Schedule - Any language that adds a "contract privity" condition, such as:</p> <ol style="list-style-type: none"> 1. "Any person or organization who you are required under a written contract or agreement between you and that person or organization"; OR 2. "All persons or organizations with whom you have entered into a written contract or agreement". OR 3. "Any person or organization, provided that you and such person or organization have agreed in a written contract or agreement to add such person or organization" 	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Sample GL Additional Insured, Comp Ops: CG 2037 07/04

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
 CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Examples of ACCEPTABLE language to insert into Schedule:</p> <p>1. "Where required by written contract"; OR 2. "Any person or organization for which the Insured has agreed by written contract executed prior to loss to provide additional insured status"; OR 3. "The Regents of the University of California and each of their representatives, consultants, officers, agents, employees, each of their representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing"</p> <p>Examples of UNACCEPTABLE language within the Schedule - Any language that adds a "contract privity" condition, such as:</p> <p>1. "Any person or organization who you are required under a written contract or agreement between you and that person or organization"; OR 2. "All persons or organizations with whom you have entered into a written contract or agreement"; OR 3. "Any person or organization, provided that you and such person or organization have agreed in a written contract or agreement to add such person or organization"</p>	<p style="text-align: center; font-size: 48px; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Sample GL Primary and Non-Contributory

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Sample GL Waiver of Subrogation

COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Sample Auto Primary and Non-Contributory

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Sample Auto Waiver of Subrogation

Policy Number:
Effective:

COMMERCIAL AUTO
UGCA 36 20 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
<small>Examples of ACCEPTABLE language to insert into Schedule: 1. "Where required by written contract"; OR 2. "Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver"; OR 3. "The Regents of the University of California and each of their representatives, consultants, officers, agents, employees, and each of their representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing." Examples of UNACCEPTABLE language within the Schedule - Any language that adds a "contract privacy" condition, such as: 1. "Any person or organization who you are required under a written contract or agreement between you and that person or organization"; OR 2. "All persons or organizations with whom you have entered into a written contract or agreement"; OR 3. "Any person or organization, provided that you and such person or organization have agreed in a written contract or agreement to add such person or organization"</small>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION IV-BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5.

Transfer of Rights of Recovery against Others to Us in the BUSINESS AUTO COVERAGE FORM are amended by the addition of the following:

However, we will waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

An additional premium of \$ _____ is fully earned at the time of issue.

Sample Workers' Compensation Waiver of Subrogation

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Examples of **ACCEPTABLE** language within the "Schedule" of the Endorsement/Form:

1. "Where required by written contract"; OR
2. "Any person or organization for which the insured has agreed by written contract"; OR
3. "The Regents of the University of California, and each of their representatives, consultants, officers, agents, employees, each of their representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing"

Examples of **UNACCEPTABLE** language within the "Schedule" of the Endorsement/Form:

1. "Any person or organization who you are required under a written contract or agreement between you and that person or organization"
2. "All persons or organizations with whom you have entered into a written contact or agreement"
3. "Any person or organization, provided that you and such person or organization have agreed in a written contract or agreement to add such person or organization.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by _____	

WC 00 03 13
 (Ed. 4-84)

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