

Insurance Requirements for Chartered Aircraft

INSURANCE REQUIREMENTS: Contractor will procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, or the Contractor's agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance: Coverage will be at least as broad as:

- If the charter flies under a 121 certificate, a certificate of insurance of insurance naming Ohio University and its board of trustees, officers, agents and employees as an additional insured with respect to the liability arising out of the activities performed by or on behalf of the Service Provider is to be secured and submitted to insurance@ohio.edu with the following insurance limits:
 - Third party legal liability- \$500,000,000 each occurrence BI & PD Including Passengers
 - Third Party War Risk Liability- \$50,000,000 each occurrence and in the aggregate
 - Medical Payments- \$50,000 each person (including crew)
- If the charter flies under a 135 certificate, a certificate of insurance naming Ohio University and its board of trustees, officers, agents and employees as an additional insured with respect to the liability arising out of the activities performed by or on behalf of the Service Provider is to be secured and submitted to insurance@ohio.edu with the following insurance limits:

For Fixed-wing- turbine aircraft non-airline equipment

- Third party legal liability- \$200,000,000 each occurrence BI & PD Including Passengers
- Medical Payments- \$50,000 each person (including crew)

For Rotor-wing- turbine aircraft non-airline equipment

- Third party legal liability- \$50,000,000 each occurrence BI & PD Including Passengers
- Medical Payments- \$50,000 each person (including crew)

- Additional contractual requirements:
 - The insurer agrees to provide thirty (30) days advance written notice of cancellation or adverse material change to Ohio University.
 - Evidence worldwide policy territory.
 - Provide an Invalidation Clause in favor of the “Additional Insured”.
 - Provide a waiver of subrogation for physical damage coverage in favor of the “Additional Insured.”
 - Provide a clause stating that the operator’s insurance is primary, without right of contribution from the “Additional Insured” or their insurers.
 - Provide a Severability of Interest Clause in favor of the “Additional Insured.”

B. Higher Limits: If the Contractor maintains higher limits than the minimums shown above, Ohio University requires and will be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Ohio University.

C. Additional Insured Status: Ohio University is to be covered as an additional insured with respect to the operations of the aircraft by or on behalf of the Contractor. Additional insured status, notice of cancellation, primary coverage, and waiver of subrogation must all be evidenced on the Certificate of Insurance. Certificates of Insurance are to be mailed to:

Ohio University
Accounts Payable
Ridges, Building #18, 3rd Floor
Athens, OH 45701

D. Notice of Cancellation: The insurer agrees to provide thirty (30) days advance written notice of cancellation to Ohio University.

E. Primary Coverage: For any claims related to the Contract, the Contractor’s insurance coverage will be primary insurance as respects to Ohio University. Any insurance or self-insurance maintained by Ohio University will be excess of the Contractor’s insurance and will not contribute with it.

F. Waiver of Subrogation: The insurer agrees to a Waiver of Subrogation in favor of Ohio University.