

Insurance Exhibit –  
Owner’s Insurance  
Requirements

SAMPLE

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# Insurance Exhibit

## Owner's Insurance Requirements

*(The Parties should consult their insurance advisors prior to completing this Exhibit)*

### 1.1 Insurance Types and Limits.

1.1.1 Owner shall purchase and maintain insurance of the types, with the limits required, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition):

*(Specify each type of insurance as applicable, minimum ratings of the carriers, and applicable limits, required endorsements, and other terms and conditions, including exceptions to the requirements, as applicable on a per-project or as-needed basis. Note: waivers of subrogation should be carefully considered with insurance advisor.)*

Type of Insurance [Insert Rating of Carrier]	Limits Required Per Claim/Occurrence	Limits Required Aggregate Policy Limits
1. Worker's Compensation	Statutory Limits	Statutory Limits
2. Employer's Liability (Bodily Injury by Accident)	\$	\$
a. By Disease	\$	\$
b. Each Accident	\$	\$
c. Each Employee	\$	\$
3. Commercial General Liability	\$	\$
a. Bodily Injury/Property Damage per occurrence limit	\$	n/a
b. Bodily Injury/Property Damage aggregate limit	n/a	\$
c. Products/Completed Operation aggregate limit	n/a	\$
d. Personal and Advertising Injury aggregate limit	n/a	\$
e. Medical Expense limit (any one person)	\$	\$
4. Commercial Automobile Liability	\$	\$
5. Umbrella/Excess Liability Insurance	\$	\$

Type of Insurance [Insert Rating of Carrier]	Limits Required Per Claim/Occurrence	Limits Required Aggregate Policy Limits
6. Builder's Risk insurance provided pursuant to DBIA Document No. 535 <i>Standard Form of General Conditions of Contract Between Owner and Design-Builder</i> (2022 Edition)	\$	\$
7. Other Coverages required:	\$	\$

**1.1.2** The insurance required by Section 1.1.1 shall be written for not less than limits required in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment, unless noted below.

**1.1.3** In the event Owner is providing any design or other professional service (either in-house or through a separate person or entity contracted by Owner), Owner shall provide to Design-Builder evidence of professional liability coverage for that scope of work.

**2.1 Coverage Parameters and Endorsements.**

**2.1.1** Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (latest edition) or equivalent. Endorsements excluding, restricting or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

**2.1.2** General Liability, Automobile Liability, Worker's Compensation/Employer's Liability and Umbrella/Excess Liability policies shall each include the following endorsements:

**2.1.2.1** Unintentional Errors and Omissions Endorsement

**2.1.2.2** Notice of Occurrence Endorsement

**2.1.2.3** Knowledge of Occurrence Endorsement

**2.1.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile Policy covering all Owned, Non-Owned and Hired Vehicles.

**2.1.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile Liability and Employer's Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as underlying policies.

**3.1 Additional Insureds.**

**3.1.1** Design-Builder and Design-Builder's officers, directors and employees and Subcontractors and Design Consultants of any tier shall be included as an additional insured on general liability, umbrella/excess liability and automobile liability policies of insurance of Owner. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. In addition, Design-Builder and Design-Builder's officers, directors and employees and Subcontractors and Design Consultants of any tier shall be included as an additional named insured on Owner's Builder's Risk insurance and such coverage shall be primary and insurance independently carried by such additional named insured shall not contribute. Owner shall furnish to Design-Builder a copy of all Certificates of Insurance showing the parties named as an additional insured as set forth above and a copy of Owner's Builder's Risk insurance. Design-Builder shall not be an additional insured on any other of Owner's policies except for those

which are specifically listed below: *(List here any other policies for which Design-Builder will be an additional insured, as well as other entities who are to be named as an additional insured on any of the specified policies.)*

**3.1.2** Additional Insured coverage provided under the Commercial General Liability and Umbrella/Excess policies shall cover both the premises/operations and completed operations hazards. Each of the policies designated in section 3.1.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker's Compensation/Employer's Liability policies, where allowed by law.

#### **4.1 Claims-Made Policies**

**4.1.1** All claims-made policies must be maintained by Owner for \_\_\_\_\_ (\_\_\_\_\_) years from Substantial Completion or shall include an extended reporting period of \_\_\_\_\_ (\_\_\_\_\_) years beyond the date for Substantial Completion of the Project, unless otherwise specified.

**4.1.2** Any coverage required to be maintained after Final Payment shall be identified below. *(List here any coverages required to be maintained after Final Payment is mad*

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