

UNIVERSITY OF LOUISIANA AT LAFAYETTE POLICY AF004.3, APPENDIX A
INSURANCE REQUIREMENTS FOR COMMERCIAL USE OF UNMANNED AIRCRAFT SYSTEMS

Revised March 2021

I. Purpose and Scope

The purpose of this document is to ensure that any Unmanned Aircraft System (“UAS”) operated on or above University Property or pursuant to University Purposes is adequately insured for the risk and liability associated therewith. This document is not meant to be a substitute for insurance language to be included in any bid and/or contract specifications when hiring contractors, vendors, or service providers to provide goods, perform services, and/or perform work for the University. The following requirements are applicable regardless of whether or not the UAS owner/Operator is (i) compensated by or on the behalf of University, and/or (ii) uses/operates the UAS for the University, for a University contractor, or for anyone else within the mission, course, or scope of the University.

II. General Insurance Requirements

The UAS owner and/or Operator shall purchase, at its own cost and expense, and maintain for the duration of the use/operation of the UAS, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use/operation of the UAS, its agents, representatives, employees, contractors, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the UAS use/operation places the UAS owner/Operator in breach of this requirement. Requests for any variation in this language will be reviewed by University’s Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

UAS owner/Operator shall be in compliance at all times with the Louisiana Workers’ Compensation Law with respect to workers’ compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

UAS owner/Operator shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. The policy shall contain either an endorsement which covers the use of the UAS, or the underwriter shall declare on the Certificate of Insurance that the UAS use is covered by the policy. Claims-made form is unacceptable.

B. Other Insurance Provisions

UAS owner/Operator shall either (i) require each contractor, subcontractor, and vendor to procure and maintain all applicable insurance of the type and limits specified herein, or (ii) include all contractors, subcontractors, and vendors as insureds under its policies.

Any deductibles or self-insured retentions must be declared to and accepted by University. UAS owner/Operator shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of UAS owner/Operator's insurance. UAS owner/Operator's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured as regards negligence by UAS owner/Operator. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

UAS owner/Operator shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of use/operation of UAS, delivery of goods, and/or performance of work or services, and in all events, prior to any payment by University. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette
ATTN: Risk Manager
P.O. Box 43646
Lafayette, LA 70504

Certificates may be emailed to: safetyman@louisiana.edu

Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against University, its officers, agents, employees, and volunteers for losses arising from work performed by the UAS owner/Operator.

Coverage shall not be canceled, suspended, reduced, or voided by either UAS owner/Operator or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in UAS owner/Operator's policy. Failure of UAS owner/Operator to purchase and/or maintain any required insurance shall not relieve UAS owner/Operator from any liability or indemnification required by law or contract.