



Policy & Coverage Summary ***for*** ***Commercial General Liability Insurance***

Commercial general liability insurance protects the University, its directors, officers, faculty, staff, and volunteers from financial loss should they be found liable for property damage, bodily injury or personal and advertising injury to third parties arising from negligent acts or omissions when acting within the scope of their duties.

Coverage applies to the actions of students, but only to the extent they are engaged in approved activities as part of a Harvard academic program or are officially representing the University in whatever activity that leads to or directly contributes to a negligence claim against them. Coverage also applies to student activities related to public service programs or other off-campus educational experience when done as part of the curriculum approved in advance by the Dean's office of the relevant school. Students participating in a University-sponsored internship, either on a Harvard campus or elsewhere, are also covered.

Following are examples of how this coverage may pertain to University operations:

- *Bodily Injury* – if a visitor slips and falls on our premises, the insurer will defend and indemnify the building owner for any claims that arise
- *Property Damage* – if one of the schools holds an event off premises and that venue claims that they burned the curtains; the insurer will defend and indemnify the school for any claims for damaged property of the venue
- *Personal Injury* – defends against invasion of privacy and claims for actual or alleged libel or slander committed by an Insured
- *Advertising Injury* – use of another's advertising materials, infringing upon another's copyright in our advertisement, disparages another's goods, products or services
- *Medical Payments* – pays reasonable medical expenses incurred as a result of an accident to persons injured on the premises regardless of liability

These are some of the major liability exposures for which commercial general liability is intended to cover:

- *Ownership and Maintenance of Premises* – the University may be held liability for damages if a member of the public is injured in one of its owned or tenanted buildings
- *Conduct of Business Operations* – besides the premises liability exposure, the University may be liable if a member of the public is injured or property of others is damaged away from campus by an activity of a University representative
- *Products and Completed Operations* – the possibility of injury or damage arising out of the University's sale or use of a product or service or work that has been performed by the University



- *Contractual liability* – the University may become liable, by means of a written or oral contract, for the negligent acts of another. [Coverage is limited to certain types of contracts as defined by the policy and subject to exclusions and limiting conditions]
- *Social Host liquor liability* – harm caused to others arising out of the serving, but not sale, of alcoholic beverages at business meetings, charitable fund-raising events or social affairs conducted by the University

Summary of Major Policy Terms

Insured Organization	President and Fellows of Harvard College and any subsidiary and other entities coming under the University’s control or sponsorship and over which it assumes active management												
Insured Person	Any employee, student, volunteer, executive officer, or member of the Board of Trustees, Managers, Directors, Governors, or similar governing board of the University while acting within the scope of his/her duties as such												
Policy Structure	<u>General Liability</u> : Claims Made (Retroactive Date: April 1, 1977) <u>Excess/Umbrella</u> : Occurrence (Retroactive Date: N/A)												
Policy Period	January 1, 2019 through December 31, 2019												
Policy Territory	The University’s Master CGL program applies only to legal liability risks where the original suit for damages is brought in the United States, Canada, or any of the U. S. territories												
Insurer(s)	Primary General Liability – Controlled Risk Insurance Company (CRICO) Excess/Umbrella Liability – United Educators and others												
Limits of Liability	<p>Primary General Liability</p> <table border="0"> <tr> <td>Bodily Injury & Property Damage</td> <td>\$3,000,000 each Claim</td> </tr> <tr> <td>Personal and Advertising Injury</td> <td>\$3,000,000 each Claim</td> </tr> <tr> <td>Medical Payments</td> <td>\$5,000 each Accident</td> </tr> </table> <p>Excess/Umbrella Liability</p> <table border="0"> <tr> <td>Bodily Injury & Property Damage</td> <td>\$100,000,000 each Occurrence</td> </tr> <tr> <td>Personal and Advertising Injury</td> <td>\$100,000,000 each Occurrence</td> </tr> <tr> <td>Products and Completed Operations</td> <td>\$100,000,000 each Occurrence</td> </tr> </table>	Bodily Injury & Property Damage	\$3,000,000 each Claim	Personal and Advertising Injury	\$3,000,000 each Claim	Medical Payments	\$5,000 each Accident	Bodily Injury & Property Damage	\$100,000,000 each Occurrence	Personal and Advertising Injury	\$100,000,000 each Occurrence	Products and Completed Operations	\$100,000,000 each Occurrence
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**Retentions/
Deductibles**

Primary General Liability

\$500,000 each claim

Excess/Umbrella Liability

\$1,000,000 Products and Completed Operations

\$1,000,000 Watercraft Liability

\$1,000,000 Social Host Liquor Liability

\$3,500,000 Sexual Misconduct

**Significant
Enhancements and
Features**

- *Duty to Defend* – Insurer has the right and duty to defend any suit or claim seeking damages under this insurance, even if the allegations are groundless, false or fraudulent. Insurer also has the right to select defense counsel and may make investigations, settlements or compromises it deems expedient. Claim expenses are included within the limit of liability
- *Claim* means a written or oral demand for damages resulting from an event. *Damages* means all expenses payable because of third party injury or property damage.
- *Broad Form Named Insured* – any executive officer, member of the Board of Trustees, Managers, Directors, Governors or similar governing board of the University; any subsidiary of the University; other entities coming under the University's sponsorship and over which the University assumes active management; any employee, student or volunteer of the University.
- *Primary and Non-contributory* - This insurance is primary to any other applicable insurances except when stated via written agreement to apply in excess of or contingent upon the absence of other insurance
- *Contractual Liability* – this insurance applies to liability the University assumes in a contract or agreement, except: 1) arising out of construction or demolition operations within 50 feet of a railroad property; 2) any contract or agreement that indemnifies an architect, engineer or surveyor; or 3) any contract assuming liability for property damage caused by fire to premises rented to or occupied by the University
- *Waiver of Subrogation* – available if required by written agreement however such waiver request must be made prior to signing the contract
- *Additional Insured Status* – available if required by written agreement however such request must be made prior to signing the contract



- *Social Host Liquor Liability* – insurance covers claims arising out of the serving of alcoholic beverages at business meetings, charitable fundraising events or social affairs conducted by the University

Notable Exclusions and Limitations

Medical Incident Exclusion – any act or omission committed while performing services of a medical nature (liability for such services is generally covered under a separate policy)

Aircraft, Automobile, Watercraft Exclusion – the policy does not cover bodily injury or property damage arising out of the ownership, use or maintenance of aircraft, automobile or watercraft

Pollution Exclusion - liability for damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape of or exposure to any pollutants

Liquor Liability – the policy does not cover liability arising out of a person or organization *in the business of* manufacturing, selling, or distributing alcoholic beverages

Risk Retention Group - The Primary General Liability policy is written by a Risk Retention Group (RRG). An RRG is not subject to all of the insurance laws and regulations of the state. State insurance insolvency guaranty funds are not available to an RRG. Also, an RRG is not rated by A. M. Best or other rating agency. Excess umbrella insurers are all rated at least A- VII by AM Best.

All incidents which result in or may result in a claim for loss or damages against Harvard University must be reported to Risk Financing and Insurance as soon as the affected school, department, or operating unit becomes aware of such an incident. Information or documentation not readily available can be submitted after the initial report is filed. Any delay in reporting may jeopardize coverage availability.

Certificates of Insurance, including requests for additional insured status and waivers of subrogation, must be submitted via our website:

<https://rmas.fad.harvard.edu/online-risk-management-self-service>