



UNMANNED AIRCRAFT SYSTEM  
SAFETY

## University of California UAS Liability Insurance and 3<sup>rd</sup> Party Minimum

Unmanned Aircraft Systems are an emerging risk for the University of California. To address protect the university and its visitors, UAS liability insurance is mandatory for all UAS activity by University employees and all operations of UAS on University owned property.

### Insurance Coverage for UC-owned Unmanned Aircraft Systems

The University of California has purchased an Unmanned Aircraft Liability Policy. This policy has a total of \$5 Mil limit with a \$1 Mil Personal Injury sublimit and \$1 Mil Products/Completed Operations sublimit.

Coverage is automatic for UAS's that meet the following criteria:

- Aircraft weight under 55 lbs (at time of takeoff)
- Flight operations are within Line of Sight
- Flight operations are below 400 ft above ground level.
- Flight operations are conducted on behalf and sanctioned by the University of California.
- Flight operations must be conducted within the United States.

Any UAS's that do not meet the above criteria or operate outside the above criteria must be reported to and approved by the insurance underwriter in order to be covered.

In addition, the insurance only covers UC-owned equipment and not personally owned items used for UC business (for example, faculty using a privately owned vehicle for his research). A personally-owned UAS intended for use in University business must be reported to and approved by the underwriter in order to be covered.

### Insurance Minimums for 3<sup>rd</sup> Party UAS Operators

All 3<sup>rd</sup> Party UAS Operators, including on behalf of the University or other users of campus space, must have liability insurance with a preferred limit of \$5 Mil. In addition to the limit that is provided by the UAS operator, a certificate of insurance along with a copy of the endorsement listing the following insurance clauses should be issued prior to commencement of services:

- i. Name The University and its directors, officers, employees, servants and agents (collectively, the "Indemnified Parties" and individually, the "Indemnified Party") as additional insureds, as their respective interests may appear
- ii. The operator's insurance shall be primary without any right of contribution from any other insurance available to The University
- iii. Include a cross liability or severability of interests among Indemnified Parties, providing that the insurance shall operate in all respects as if a separate policy had been issued covering each party insured
- iv. Include a waiver of subrogation in favor of the Indemnified Parties.
- v. The certificate of insurance shall also provide that, in the event of a cancellation or material restrictive change of the policy which would adversely affect the interest of the Indemnified Parties, the insurers agree to provide 30 days prior written notice to The University.