

# Hilton Hotels Corporation

## Compliance Checklist- Hilton/ Hilton Garden Inn, Embassy Suites, DoubleTree Minimum Acceptable insurance coverages- During Construction

Brand Name  
Address of Hotel

### Compliant

Yes    No    NA

### REQUIREMENTS OF CONTRACTOR

#### GENERAL LIABILITY

- \$15,000,000 limit per occurrence
- Aggregate limits apply per Project
- Contractual liability
- Independent contractors
- Premises/ operations coverage
- Products/ Completed operations coverage
- Liability assumed under an insured contract
- No Restrictions, modifications or exclusions for explosion, collapse, underground property damage, earth movement or damage to work performed by subcontractor on your behalf.

#### AUTOMOBILE LIABILITY

- \$2,000,000 each accident CSL for any auto

#### WORKERS COMPENSATION INSURANCE

- Employers liability limits of \$1M/1M/1M
- If EL limits are satisfied through use of the umbrella, does your certificate of insurance clearly indicate that the umbrella/ excess insurance affords coverage for Employers Liability?

#### BUILDER'S RISK (Purchased by owner or contractor)

- Building covered at 100% of the insurable value of the building replacement cost.
- Business income limit adequate to cover full recovery of the net profits and continuing expenses of the Hotel (including rental value) for a 12 month period
- Continuing expenses specifically include license fees and/or other fees payable to Hilton
- Special(all risks) coverage form
- Peril of windstorm included
- Equipment breakdown included
- Testing and startup included
- All owners, managers or the premises, agents of the owner, contractors and subcontractors of any tier are named as insureds
- Policy contains a waiver of subrogation stating that all owners, contractors and subcontractors waive their rights of subrogation against one another with respect to losses covered by this policy.
- Definition of the word "Property" includes property in the course of construction, reconstruction, repair, while in transportation to the site, at the site, while being installed or constructed. It shall also include scaffolding, falsework, landscaping, and temporary buildings located at the site
- Policy covers the cost of removing debris, including demolition as may be legally necessary by the operation of any applicable law, ordinance or regulation.
- Occupancy clause and definition states that occupancy is allowed without qualification.
- Flood coverage provided
- Flood Zone verified(please provide copy of flood zone determination)
- Earthquake coverage provided
- Furniture, fixtures, and other personal property of the hotel are insured to 100% replacement value on the same coverage basis and for the same perils as the building insurance coverage
- Personal property insurance includes property located on premises of the new

construction, as well as property in storage or at any other temporary location during construction.

**CONTRACTOR’S POLLUTION COVERAGE (IF EXPOSURE EXISTS)**

- Limits of \$1,000,000 per occurrence and general aggregate
- Policy includes Owner, Hilton, Hilton Inns, DoubleTree Hotel Systems, Inc. and Promus Hotels, Inc. as additional insureds
- IF CLAIMS MADE, the retroactive date of the policy must be shown on the certificate of insurance and must be on or before the date of the agreement
- IF CLAIMS MADE, insurance will be maintained and evidence of insurance provided for at least 3 years after completion of the work.
- IF CLAIMS MADE, and coverage is canceled or not renewed and it is replaced with another policy with a retroactive date that precedes the date of this agreement, the Contractor must provide an extended reporting coverage for a minimum of three years after completion of the agreement or the work on the former policy

**GENERAL REQUIREMENTS**

- Hilton Hotels Corporation, Hilton Inns Inc., DoubleTree Hotel Systems, Inc., Promus Hotels, Inc. and any subsidiaries and affiliates of these companies now existing or which may hereafter exist are added as additional insured on all policies except the workers compensation per form CG2010 11/85 or CG2033 03/97 for construction and renovation and copies of these endorsements or their equivalent shall be provided to Licensee and Hilton
- Insurance company is rated A- VII or higher by A.M. Best Company
- Policy endorsed to be primary insurance with no recourse to or contribution from any other similar insurance, if any, which may be carried by Hilton Hotels Corporation, or subsidiaries or affiliates thereof
- Certificate of insurance provided to Hilton Hotels Corporation Risk Management evidencing liability coverages with the words “endeavor to” stricken from the language on the certificate
- Evidence of Property insurance provided to Hilton Hotels Corporation Risk Management evidencing property and crime coverages in effect.
- 30 day notice of cancellation on the Certificate of insurance and Evidence of Property Insurance
- Signed letter from Insurance agent or broker who placed the required insurance affirming that he or she has read and understand the insurance requirements of Hilton Hotels Corporation for this specific Franchise. Letter addressed whether or not you are in full compliance. If you are not in compliance, this letter states where and why you are not in compliance
- Signed compliance Checklist

*As agent/ broker on this account, I affirm that I have reviewed the insurance coverages provided by our company for this Hilton Hotels Franchisee. This checklist is a fair and accurate representation of the coverage areas that we are in and out of compliance in comparison to the minimum insurance requirements as set forth by Hilton Hotels Corporation.*

**Signed**

\_\_\_\_\_ Agent

\_\_\_\_\_ Date

CC: FRANCHISEE