



MEMBER INSURANCE REQUIREMENTS

We greatly appreciate your attention to Best Western International, Inc.'s ("Best Western") insurance requirements. Please review the items below and make sure these requirements are met on the Certificate of Insurance ("COI") and in the insurance policies provided. This will assist in our ability to verify compliance with the insurance requirements.

- **Named Insured:** The insured name on the COI must be the same as the name of the owner/owning entity listed on the Membership Application and Agreement or Best Western's membership records (whichever is most current). **The hotel name, address of insured location and member number must be shown on the certificate. This can be listed in the "Description of Operations" section of the COI.**
- **Additional Insured:** Best Western International, Inc. shall be listed as an endorsed additional insured on all insurance policies including, but not limited to, primary, excess, cyber, automobile, and umbrella policies per ISO Form CG20-26-11-85 or its equivalent. The following language is required in the comments section of the COI: **"Additional Insured: Best Western International, Inc., is listed as an endorsed additional insured in all of the above policies."**
- **Endorsements:** The Additional Insured – Grantor of Franchise endorsement cannot be used. The word **"Franchise"** may not be used on the COI or the insurance policy. Best Western is a membership organization and can be listed as "designated person or organization" or equivalent.
- **Occurrence Basis:** Primary, excess, umbrella, and automobile policies must provide liability coverage on an "occurrence" basis and be affirmatively selected on the COI. **If at any time a policy change is made from a "claims made" to an "occurrence" form of liability insurance, then a prior acts coverage policy of the "claims made" policy must be secured. For the avoidance of doubt, a "claims made" form is acceptable for the cyber and employment practices liability policy(ies).**
- **General Liability:** The minimum liability coverage for commercial general liability is \$6,000,000 per occurrence (any combination of primary and umbrella coverage). Best Western strongly recommends that assault and battery, abuse and molestation, and human trafficking liability coverage not be limited or excluded.
- Each primary policy of commercial general liability insurance and each umbrella policy for commercial general liability coverage shall not exclude or limit the amount of coverage for **carbon monoxide exposure claims**. The following language is required: **"Carbon monoxide exposure claims are not excluded and covered to the full extent of General, Umbrella and Excess liability policies."**



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- **Automobile Liability:** The minimum liability coverage for automobile liability is \$1,000,000 per occurrence for owned (if any), non-owned and hired vehicles. This requirement covers the transportation of guests and employee use of a vehicle for the business, regardless of whether or not it is a Member hotel-owned vehicle. If Member hotel does not own a vehicle, Member's agent/broker can provide coverage for non-owned and hired vehicles through the general liability policy.
- **Cyber Liability:** The minimum liability coverage for cyber liability is \$1,000,000 which shall cover privacy and data breach, including, but not limited to, claims for guest and employee information taken or accidentally leaked from hard copies or technology breaches. The minimum sub-limits (e.g., coverage with regard to regulatory fines, PCI fines, legal services, public relations and crisis management, and notifications/credit monitoring for guest or personnel records) of each hotel cyber liability policy with coverage of \$1,000,000 is: (i) \$1,000,000 limit per event and in the aggregate for regulatory fines, legal services, public relations, and crisis management expenses, (ii) \$250,000 limit per event and in the aggregate for PCI fines levied against any technology breach, and (iii) 100,000 individuals limit per event per location for notifications and monitoring for guest or personnel records with 500,000 individuals notifications limit in the aggregate.
- **A.M. Best Rating:** The insurance policy must be issued by an insurance carrier that is rated no lower than B+ based on the most current A.M. Best's Key Rating Guide (or equivalent rating in accordance with applicable local standard insurance ratings (e.g., Standard & Poor's, Fitch)).
- **Number of Days for Cancellation:** A minimum of thirty (30) days' written notice of cancellation prior to expiration of the property's insurance policy is required (sixty (60) days is preferred). Please note however, a ten (10) day notice of cancellation due to non-payment is acceptable.
- The COI must be signed by an authorized representative of the insurance brokerage firm.
- The COI must also comply with any and all other requirements of the Best Western Rules and Regulations 500.14. If these requirements are not met, Best Western Rules and Regulations 1100.6 or Rules and Regulations Chapter XIII shall apply.