

**DOMESTIC ONLY**

**CONRAD, CURIO, LXR, SIGNIA, WALDORF ASTORIA**

**HILTON WORLDWIDE – 1 – LUXURY FRANCHISED - REQUIREMENTS**

[Hilton Worldwide Holdings Inc.]

**Certificate of Insurance**

<b>NAME AND ADDRESS OF AGENCY:</b> Fax and E-Mail	<b>COMPANIES AFFORDING COVERAGES</b>	
	INSURANCE COMPANY'S DESIGNATED MUST HAVE A MINIMUM OF A- VII AM BEST RATING	
<b>NAME AND ADDRESS OF INSURED:</b>  Insured Address City, State, Zip	COMPANY A	<b>Must List All Carriers/Insurers (A-/VII Required)</b>
	COMPANY B	<b>Must List WC/EL Insurers (B++/VII Required)</b>
	COMPANY C	
	COMPANY D	
	COMPANY E	

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies listed on this certificate of insurance.

CO - LT R	TYPE OF INSURANCE	ADD L INSR	WOS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY (Below Limits are required minimums)	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Occurrence (REQUIRED)  <input type="checkbox"/> Gen'l Aggregate Limit Applies: <input checked="" type="checkbox"/> Per Location	Y	Y	REQUIRED	REQUIRED	REQUIRED	<b>GENERAL AGGREGATE</b> <b>PRODUCTS-COMP/OP AGG</b> <b>PERSONAL &amp; ADV INJURY</b> <b>EACH OCCURRENCE</b> <b>DAMAGE RENTED PREMISES</b> <b>MED. EXP. (Any one person)</b>	<b>\$15,000,000</b>  <b>\$15,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		REQUIRED	REQUIRED	REQUIRED	<b>BODILY INJURY &amp; PROPERTY</b> <b>DAMAGE</b> BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	<b>\$15,000,000</b>
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> Occurrence	Y					<b>EACH OCCURRENCE</b> <b>AGGREGATE</b>	
	<b>WORKERS' COMPENSATION AND</b> <b>EMPLOYERS' LIABILITY</b>	N/A		REQUIRED	REQUIRED	REQUIRED	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - POLICY LIMIT E.L. DISEASE - EACH EMPLOYEE	<b>\$1,000,000</b> <b>\$1,000,000</b> <b>\$1,000,000</b>
	<b>PROPERTY INSURANCE</b> <input checked="" type="checkbox"/> All Risks (Special) <input checked="" type="checkbox"/> Terrorism (BI, Building, Contents) <input checked="" type="checkbox"/> Business Income <input checked="" type="checkbox"/> Boiler & Machinery <input checked="" type="checkbox"/> Property - Building <input checked="" type="checkbox"/> Property - Contents	BI - Y		REQUIRED	REQUIRED	REQUIRED	<b>AMOUNT</b>	<b>100% Building</b> <b>&amp; Contents</b>
	Liquor Liability - Y GL - Terrorism - Y Crime / Employee Dishonesty - Y Worldwide Jurisdiction - Y Cyber Liability - Y	N/A	N/A	REQUIRED	REQUIRED	REQUIRED	No specific amount for Crime is required Cyber - \$3,500,000 per claim (only for non-Hilton system platforms)	

**SPECIAL PROVISIONS:**

- Additional Insured Entity: **With the exception of Commercial Property, Boiler & Machinery and WC, all policies obtained by Franchisee/Owner must name the Franchisee/Owner as named insured and must name Hilton Worldwide Holdings Inc. and its owners, subsidiaries, and affiliates now or hereafter existing as additional insured including their employees, officers and directors.**
- Coverage must indicate Primary & Non-Contributory
- AUTO Acceptable Configurations: (i) Any-Auto (ii) All+Hired+Non (iii) Sched+Hired+Non
- Garagekeepers' liability required unless Property has no parking operations
- EX can be combined w/ General Liability & Auto policies if provided. Assume Follow Form. Need specifically stated if EX covers EL

<b>CERTIFICATE HOLDER:</b>  Hilton Worldwide Holdings Inc. 7930 Jones Branch Drive McLean, VA 22102	<b>CANCELLATION:</b> ACORD language
AUTHORIZED SIGNATURE: <b>MUST BE SIGNED</b> Email	



**INSURANCE CHECKLIST – FRANCHISE HOTELS (US)**

CANOPY, HILTON, DOUBLE TREE, EMBASSY SUITES, HILTON GRAND VACATIONS, MOTTO, TAPESTRY, TEMPO, CONRAD, CURIO, LXR, SIGNIA, WALDORF ASTORIA

**INSURANCE REQUIRED DURING OPERATIONS**

Location Name (including Brand) \_\_\_\_\_  
 Full Address of Location \_\_\_\_\_

**REQUIREMENTS**

**COMPLIANT**  
 YES NO N/A

<b>GENERAL LIABILITY</b>			
▪ \$15,000,000 per occurrence			
▪ Aggregate limits apply per location (CG2504 or broader)			
▪ Innkeepers liability – per statutory requirements			
▪ Liquor liability (if hotel serves/sells alcoholic beverages)			
▪ Contractual liability			
▪ Independent contractors			
▪ Premises/operations coverage			
▪ Products/Completed operations coverage			
▪ Worldwide Jurisdiction (per CG2422 10/01 or broader)			
▪ Named Perils Pollution coverage (per CG2165 or equivalent)			
▪ Terrorism			

<b>AUTOMOBILE LIABILITY</b>			
▪ \$15,000,000 per occurrence CSL			
▪ Aggregate limits apply per location			
▪ Garagekeepers (if hotel includes parking operations)			

<b>WORKERS COMPENSATION</b>			
▪ Workers Compensation coverage in compliance with local law			
▪ Employers Liability coverage \$1M/\$1M/\$1M			
▪ If EL limits are satisfied through use of the Umbrella/Excess Liability, does your certificate of insurance clearly indicate that the Umbrella/Excess Liability affords coverage for Employers Liability?			
▪ If insured through a State Fund, Stop Gap or equivalent coverage must be purchased in an amount no less than \$1,000,000 limit per occurrence			
▪ If a qualified Self-Insurer, excess Workers Compensation and Employers Liability must be purchased in an amount no less than \$1,000,000 per occurrence			
▪ If the hotel participates as a Non-Subscriber (e.g., TX and OK) participation must be evidenced by submitting to the Brand a copy of the Employers Notice of No Coverage or Termination of Coverage and an ERISA-compliant Occupational Injury Benefit Plan that covers substantially the same work-related injuries as WC. Non-Subscribers must carry EL with limits of no less than \$5M.			

**REQUIREMENTS**

**COMPLIANT**  
**YES NO N/A**

<b>EMPLOYMENT PRACTICES LIABILITY (EPLI)</b>			
▪ \$1,000,000 per claim			

<b>CYBER LIABILITY</b>			
▪ \$3,500,000 per claim (only for <b>non-Hilton</b> system platforms)			

<b>COMMERCIAL PROPERTY</b>			
▪ Building covered at 100% replacement cost			
▪ Contents covered at 100% replacement cost			
▪ Business income limit adequate to cover full recovery of the net profits and continuing expenses of the Hotel (including rental income) for a 12 month period			
▪ Continuing expenses specifically include license fees and/or other fees payable to Brand			
▪ Special/All Risks coverage form			
▪ Peril of windstorm included			
▪ Building ordinance coverages included			
▪ Flood coverage included			
▪ Flood Zone verified (please provide copy of flood zone determination)			
▪ Flood Zone (please provide location's flood zone) _____			
▪ Earthquake coverage included			
▪ Earthquake Zone (please provide location's earthquake zone) _____			
▪ Terrorism coverage on Building, Contents and Business Income			

<b>BOILER &amp; MACHINERY</b>			
▪ Broad form coverage included at 100% replacement value			
▪ Coverage includes Business Interruption			

<b>CRIME COVERAGE</b>			
▪ Limit commensurate with risk – to include:			
▪ Employee Dishonesty			
▪ Forgery & Alteration			
▪ Money & Securities			
▪ Money & Securities (outside)			
▪ Computer Fraud			
▪ Counterfeit paper currency			

<b>WATERCRAFT COVERAGE – if exposure present (limit commensurate with risk)</b>			
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<b>AIRCRAFT COVERAGE - if exposure present (limit commensurate with risk)</b>			
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**INSURANCE**

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912.02 INSURANCE REQUIRED DURING OPERATION .....912.00-5

## INSURANCE

**NOTE:** The following Insurance Requirements section is written with U.S. Dollars used for coverage types and minimum limits. The insurance obtained must meet or exceed these brand standards based on current currency conversions.

Franchisee/Owner must meet or exceed the insurance requirements specified in this Hilton Holdings Inc., Brand Standards Manual ("Manual"), unless specifically indicated to the contrary in the Management Agreement ("Agreement"). Insurance requirements are split into TWO areas: Insurance required during Construction (or Significant Renovation); and Insurance required during Operation.

Wherever possible, global standards have been provided. To the extent requirements differ for hotels located within the U.S. and those located outside the U.S., specific standards are provided

### 912.01 INSURANCE REQUIRED DURING CONSTRUCTION

#### 912.01.A OCCUPATIONAL INJURY

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: As required by local law

**NOTE:** *Occupational Injury insurance, as required by law or regulation, must be in force prior to the hiring of any Team Members.*

**United States:**

Minimum Required Limit: Statutory

**NOTE:** *WC, as required by law or regulation, must be in force prior to the hiring of any Team Members.*

#### 912.01.B EMPLOYERS LIABILITY

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: \$1M per occurrence or as required by local law

**NOTE:** *The EL limits can be satisfied by any combination of Occupational Injury Scheme, EL, and/or PL policies. However, the certificate of insurance must clearly indicate that PL insurance affords coverage for EL.*

**United States:**

Minimum Required Limit: \$1M each accident, \$1M each disease, \$1M each Team Member

**NOTE:** *The EL limits can be satisfied by any combination of WC, EL, and/or Excess/Umbrella policies. However, the certificate of insurance must clearly indicate that Excess/Umbrella liability insurance affords coverage for EL.*

#### 912.01.C GENERAL LIABILITY / PUBLIC LIABILITY

Minimum Required Limit: \$15M each occurrence

**NOTE:** *Coverage must include Products-completed operations, Personal and advertising injury, Protective liability, Independent contractors, and Liability assumed under an insured contract (including the tort liability of another assumed in a business contract) on an "occurrence basis." This insurance may not have any restrictions, modifications or exclusions for explosion, collapse, underground property damage, earth movement or damage to work performed by a subcontractor. Contractor must carry completed operations insurance for a period of not less than 5 years after the completion of the project.*

#### 912.01.D AUTO LIABILITY

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: As required by local law

**NOTE:** *As required by local law*

**United States:**

Minimum Required Limit: \$2M per occurrence

**NOTE:** *Including, but not limited to: owned, hired, and non-owned vehicles.*

912.01.E POLLUTION LEGAL LIABILITY

Minimum Required Limit: (if exposure exists) \$1M

**NOTE:** *If the Contractor's policy is on a claims-made form, the retroactive date of the policy must be on or before the date of the commencement of services by Contractor.*

*Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the work. If the coverage is canceled or not renewed, and it is not replaced with another policy with a retroactive date that precedes the date of Contractor's agreement, the Contractor must provide extended reporting coverage for a minimum of three (3) years.*

912.01.F UMBRELLA / EXCESS LIABILITY

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: See Underlying Requirements

**NOTE:** *Insurance requirements for PL, EL and AL may be satisfied with a combination of primary umbrella and/or excess policies.*

**United States:**

Minimum Required Limit: See Underlying Requirements

**NOTE:** *Insurance requirements for GL, EL and AL may be satisfied with a combination of primary, umbrella / excess policies.*

912.01.G PROFESSIONAL ERRORS AND OMISSIONS

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: Limits Commensurate with risks

**NOTE:** *The Architect and all other professionals must carry E&O. Such policy shall cover claims arising out of negligent errors or omissions during the performance of professional services and include coverage for attorney fees. The retroactive date of the policy must be shown on the certificate of insurance and must be before the date of the agreement. If the coverage is canceled or not renewed and it is not replaced with another policy with a retroactive date that precedes the date of this agreement, all professionals must provide extended reporting coverage for a minimum of two (2) years after completion of the agreement or the work on the former policy. Professionals shall keep such insurance in force during the course of this Agreement for a period of not less than two (2) years after the date of completion.*

**United States:**

Minimum Required Limit: Limits Commensurate with risks

**NOTE:** *The Architect and all other professionals must carry E&O.*

*The policy must cover negligent errors or omissions during performance of professional services and include attorney fees. Retroactive date must be before the date of the agreement.*

*Professionals shall keep such insurance in force during the course of this Agreement for a period of not less than two (2) years after the date of completion.*

## 912.01.H BUILDER'S RISK

Minimum Required Limit: 100% Completed Value (Full Replacement Cost) or limits sufficient to avoid co-insurance Earthquake and Flood (not less than 75% of the replacement cost or full probable maximum loss (PML) if in an earthquake and/or flood hazard area Windstorm – 75% Replacement Cost or PML

**NOTE:** *“All Risk” form and including the following: cold testing, windstorm, flood (if in a 100 year zone), earthquake (if in high hazard zone) and collapse, including collapse resulting from design error This insurance must apply to: property intended for incorporation into the work for the entire duration of the contract including: Property in the course of construction, reconstruction, or repair; Property while in transport to the site; Property stored at the site or off premises; Scaffolding, staging, shoring, formwork, fences, false work, and temporary buildings and any similar items commonly referred to as construction equipment located at the site; Furniture, fixtures, and Other personal property typical to a hotel located on premises or in storage or at any other temporary location. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any applicable law, ordinance or regulation. Permission to occupy or a partial occupancy clause or definition must be included and allow occupancy without qualification. This insurance must include Business Interruption coverage including the Brand's interest for full recovery of net profits and continuing expenses of the hotel projected for 12 months following a covered loss (including Rental Value and payments that would have been owed the Brand in the absence of a loss). This insurance must be maintained in effect until the earliest of either the date on which all persons and organizations who are insured under the policy agree that it may be terminated or as provided for in the contract documents. This insurance must name all Franchisees/Owners of the premises, agents of the Franchisee/Owner, and Contractors of any tier as insured. The policy must include a waiver of subrogation stating that all Franchisees/Owners and Contractors waive their rights of subrogation against one another with respect to losses covered by this policy.*

## 912.01.I GENERAL REQUIREMENTS

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

**NOTE:** *Franchisee/Owner must defend, indemnify and hold Hilton Holdings, Inc., its owners, subsidiaries and affiliates now or hereafter existing, harmless from any and all damages or claims arising out of the failure of any Contractor, supplier or vendor doing business with the hotel to maintain adequate insurance. Contractors must not be allowed on the site or within the premises until the stated insurance requirements are evidenced.*

*Contractor's insurance, with the exception of an Occupational Injury Scheme, must name Franchisee/Owner, Hilton Holdings, Inc., and each of their owners, subsidiaries and affiliates (including their respective directors, officers and Team Members), now or hereafter existing as additional insured, and copies of these endorsements or their equivalent must be provided to Franchisee and the Brand.*

*Franchisee/Owner, at its option, may purchase an "Owner controlled insurance program" or "wrap up."*

**United States:**

**NOTE:** *Franchisee/Owner must defend, indemnify and hold Hilton Holdings, Inc., its owners, subsidiaries and affiliates now or hereafter existing, harmless from any and all damages or claims arising out of the failure of any Contractor, supplier or vendor doing business with the hotel to maintain adequate insurance. Contractors must not be allowed on the site or within the premises until the stated insurance requirements are evidenced.*

*Contractor's insurance, with the exception of WC must name Franchisee/Owner, Hilton Holdings, Inc., and each of their owners, subsidiaries and affiliates (including their respective directors, officers and Team Members), now or hereafter existing as additional insured on terms no less broad than forms ISO CG*



20 10 11 85 or a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 04 (or a substitute form providing equivalent coverage), and copies of these endorsements or their equivalent must be provided to Franchisee/Owner and the Brand.

Franchisee/Owner, at its option, may purchase an "Owner controlled insurance program" or "wrap up."

## 912.02 INSURANCE REQUIRED DURING OPERATION

### 912.02.A PUBLIC LIABILITY AND EXCESS LIABILITY

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: Participation in Brand insurance program is mandatory.

**NOTE:** The Brand or its designee will, at Franchisee/Owner's cost, provide upon the commencement of operation of the hotel and maintain at all times during the term of the Agreement, third-party PL in such amounts as the Brand may deem necessary. Franchisee/Owner will be named as an additional insured. The Brand may elect to maintain all or part of such policies under an arrangement insuring one or more hotels operated by the Brand or its affiliates or subsidiaries, in which event the cost of such insurance to Franchisee/Owner will be allocated by the Brand on the same basis as other hotels of the Brand. If the Brand cannot obtain coverage, Brand will advise Franchisee/Owner of acceptable insurance requirements.

### 912.02.B WORKERS COMPENSATION / OCCUPATIONAL INJURY SCHEME

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: As required by local law or regulation

**NOTE:** Occupational Injury insurance, as required by local law or regulation, must be in force prior to the hiring of any Team Members.

**United States:**

Minimum Required Limit: Statutory

**NOTE:** To be obtained by statutory employer WC must be extended to cover "All States," Voluntary Workers' Compensation, and Longshore and Harbor Workers' Compensation Act on an "if any" basis, unless the hotel is insured under a state operated fund. Participation in a State Fund shall satisfy the requirements hereunder. If hotel participates in a State Fund, Stopgap coverage is required in an amount not less than \$1M. If the hotel self-insures WC, a copy of the license granting authority to self-insure must be furnished to the Brand and excess workers' compensation coverage should be purchased in an amount no less than \$1M. If the hotel participates as a Non-Subscriber (e.g., TX and OK) participation must be evidenced by submitting to the Brand a copy of the Employers Notice of No Coverage or Termination of Coverage and an ERISA-compliant Occupational Injury Benefit Plan that covers substantially the same work-related injuries as WC. Non-Subscribers must carry EL with limits of no less than \$5M.

### 912.02.C EMPLOYER'S LIABILITY

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: \$1M per occurrence or as required by local law

**NOTE:** The EL limits can be satisfied by any combination of Occupational Injury Scheme, EL and/or PL policies. However, the certificate of insurance must clearly indicate that PL insurance affords coverage for EL.

**United States:**

Minimum Required Limit: Non-Subscribers \$5M per occurrence; All others:

- \$1M each accident
- \$1M each disease
- \$1M each Team Member

**NOTE:** *The EL limits can be satisfied by any combination of WC, Employers Liability, and/or Excess/Umbrella policies. However, the certificate of insurance must clearly indicate that Excess/Umbrella liability insurance affords coverage for EL.*

## 912.02.D GENERAL LIABILITY / PROPERTY OWNER'S LIABILITY

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: Commensurate with Risk

**NOTE:** *Franchisee/Owner must procure and maintain Property Owners Public Liability policy fully protecting Franchisee/Owner for liability arising out of its ownership, possession and use of the hotel. Exposure will depend on the extent to which Franchisee/Owner is involved in day to day operation of the hotel. Hilton recommends that Franchisee/Owner consult with a licensed insurance broker to determine appropriate limits.*

**United States:**

Minimum Required Limit: \$15M each occurrence

**NOTE:** *The GL insurance must include coverage for the following risks:*

*Damage to property of others and bodily injury including sickness, disease and death Personal and advertising injury covering liability for false arrest, libel, slander, defamation, false imprisonment, unlawful detention, wrongful or malicious prosecution or invasion of privacy Innkeeper's Liability (This can be satisfied by any combination of GL or Crime coverage.)Liquor Liability (if hotel serves alcoholic beverages)Contractual Liability Independent Contractors Liability Premises/Operation liability Products and Completed Operations Named perils pollution including coverage for liability arising out of heat, smoke or fumes from a hostile fire, or smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water Terrorism liability (may be part of the liability policy or a separate policy) Worldwide jurisdiction covering lawsuits brought anywhere in the world from occurrences arising out of the hotel or the operations connected with the hotel May be satisfied with a combination of GL and umbrella/ excess insurance policies Aggregate limits, if any, must be on no less than a "per location" basis.*

## 912.02.E AUTO LIABILITY

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: The greater of US\$25,000 and limit required by local law

**NOTE:** *If hotel owns and operates vehicles, Franchisee/Owner must procure and maintain AL as required by local law or regulation subject to a US\$25,000 minimum*

**United States:**

Minimum Required Limit: \$15M each occurrence

**NOTE:** *Including, but not limited to: owned, hired, and non-owned vehicles*

*May be satisfied with a combination of AL and umbrella/excess insurance policies*

*Aggregate limits, if any, must be on a "per location" basis.*

*Garage Keeper's Liability must be included if the hotel's operations include parking operations. This may be included under GL if there are no hotel vehicles.*

## 912.02.F WATERCRAFT LIABILITY

Minimum Required Limit: Commensurate with Risk

**NOTE:** *Hilton recommends that Franchisee/Owner consult with a licensed insurance broker to determine appropriate limits*

## 912.02.G AIRCRAFT LIABILITY

Minimum Required Limit: Commensurate with Risk

**NOTE:** *Hilton recommends that Franchisee/Owner consult with a licensed insurance broker to determine appropriate limits.*

## 912.02.H COMMERCIAL PROPERTY AND BUSINESS INTERRUPTION

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: Full Replacement Cost or limits sufficient to avoid co-insurance

Earthquake and Flood (not less than 75% of the replacement cost or full probable maximum loss (PML) if in an earthquake and/or flood hazard area

Windstorm – 75% Replacement Cost or PML

**NOTE:** *Property Damage on a special causes of loss policy form ("All Risks"), including terrorism (may be part of the liability policy or a separate policy) covering 100% of the insurable replacement value of the building and its contents. Such limit must be sufficient to avoid a co-insurance penalty, if applicable. The policy must include coverage for the peril of windstorm and for ordinance and law.*

*This requirement for Earthquake and Flood only applies to hotels in an earthquake or flood hazard area. Please work with your insurance professional to determine whether or not your hotel is in a high hazard area.*

*If a PML study is being used to determine appropriate earthquake, flood or wind limits, the PML must be based on the results of a professional study.*

**United States:**

Minimum Required Limit: Full Replacement Cost or limits sufficient to avoid co-insurance

Earthquake and flood (not less than 75% of the replacement cost or full probable maximum loss (PML) if in an earthquake and flood hazard area

Windstorm – 75% Replacement Cost or full PML

**NOTE:** *Property Damage on a special causes of loss policy form ("all-risks"), including terrorism (may be part of the property policy or a separate policy) covering 100% of the insurable replacement value of the building and its contents. Such limit must be sufficient to avoid a co-insurance penalty, if applicable. The policy must include coverage for the peril of windstorm and for ordinance and law.*

*The requirement for Earthquake and flood only apply to hotels in an earthquake or flood hazard areas. Please work with your insurance professional to determine whether or not your hotel is in a high hazard area.*

*If a PML study is being used to determine appropriate earthquake, flood or wind limits, the PML must be based on the results of a professional study.*

*Continuing expenses must specifically include royalty/license fees and other fees payable to the Brand, its subsidiaries and affiliates. HWI and its owners, subsidiaries and affiliates now or hereafter existing must be included as an additional insured as respects their interest in Business Interruption insurance.*

## 912.02.I BOILER AND MACHINERY (EQUIPMENT BREAKDOWN)

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: Full replacement cost of items

**NOTE:** *Broad form Boiler and Machinery insurance against loss from accidental damage to, or from the explosion of, boilers, air conditioning systems, including refrigeration and heating apparatus, pressure vessels and pressure pipes in an amount equal to 100% of the actual replacement value of such*

items (without taking into account any depreciation) plus full recovery of the net profits and continuing expenses of the hotel. Continuing expenses must specifically include royalty/license fees and other fees payable to the Brand.

**United States:**

Minimum Required Limit: Full replacement cost of items

**NOTE:** Broad form Boiler and Machinery insurance, including business interruption coverage, against loss from accidental damage to, or from the explosion of, boilers, air conditioning systems, including refrigeration and heating apparatus, pressure vessels and pressure pipes.

Must include full recovery of the net profits and continuing expenses of the hotel. Continuing expenses must specifically include royalty/license fees and other fees payable to the Brand.

## 912.02.J TERRORISM

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: Full replacement cost and business interruption

Third party liability if not covered in the GL policy

**NOTE:** Terrorism coverage shall be obtained and maintained for both first-party damage and-third party liability either stand-alone, through a government operated or mandated pool, or as part of the PL coverage and the Property Damage/ Business Interruption coverage.

**United States:**

Minimum Required Limit: Full replacement cost and business interruption

Third-party liability if not covered in the GL policy

**NOTE:** May be either stand-alone or through a government operated or mandated pool, or as part of the GL coverage and the Property Damage/Business Interruption coverage. Must include full recovery of the net profits and continuing expenses of the hotel. Continuing expenses must specifically include royalty/license fees and other fees payable to the Brand.

## 912.02.K CRIME

Minimum Required Limit: Commensurate with risk

**NOTE:** Please consult with a licensed insurance broker to determine appropriate limits. The Crime insurance must include coverage for the following risks and consider more than cash on hand: Team Member Dishonesty/Forgery & Alteration/Money & Securities/Computer Fraud/Safe Robbery/Counterfeit Paper

## 912.02.L GENERAL REQUIREMENTS

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:** NOTE: With the exception of Property, Boiler & Machinery and Occupational Injury, all policies obtained by Franchisee/Owner must name the Franchisee/Owner as named insured, and must name Hilton Holdings, Inc., and its owners, subsidiaries and affiliates now or hereafter existing as additional insured including their Team Members, officers and directors. All policies of Franchisee/Owner must be endorsed to be primary insurance with no recourse to, or contribution from, any other similar insurance, if any, which may be carried by Hilton Holdings, Inc., and its owners, subsidiaries and affiliates. Evidence of such must be supplied to the Brand. Any deductibles or self-insured retentions above \$50,000 or 5% of the replacement cost of the hotel must be declared to and approved by Hilton Holdings, Inc., Risk Management Department, at: 7930 Jones Brand Drive, McLean, VA 22102; Email: Risk.Management@hilton.com. Requests by Franchisee/Owner to modify requirements for Earthquake, Flood, Windstorm or Terrorism may be submitted to Hilton Risk Management for consideration. Guidelines for such requests may be requested at Risk.Management@hilton.com. Franchisee/Owner must deliver or cause to be delivered to the Brand

upon renewal or change in limits or coverage each of the following: Certificates of insurance or documentation acceptable to Hilton Holdings, Inc., evidencing the insurance, including applicable endorsements. Where applicable each certificate must specifically identify and/or list: Insured location(s) by name, address and Facility ID number. Relevant policy numbers Relevant parties as being named additional insured (as specified above) Correct Hilton legal entity as certificate holder (Hilton Inc., 7930 Jones Branch Dr., McLean, VA 22102) For Property, Boiler & Machinery and Business Interruption Windstorm Earthquake and/or Flood as appropriate Terrorism (unless provided separately) A signed letter written or translated to English from the insurance agent or broker who placed the required insurance affirming that he or she has read and understood the insurance requirements contained in this Manual. This letter must specifically address whether the insurance the agent or broker has placed complies with the insurance requirements set forth in this Manual. A signed checklist from the insurance agent or broker indicating whether there is coverage for each of the minimum requirements set forth in this Manual. For samples of these letters and checklists, as well as sample certificates and evidence of property insurance, please request a copy from Hilton Holdings, Inc., Risk Management department at Risk.Management@hilton.com. For notice purposes the certificate holder is "Hilton Holdings, Inc., Attn: Risk Management, 7930 Jones Branch Drive, McLean, VA 22102" All certificates or other documents evidencing insurance must be provided in English with currency indicated in U.S. dollars. Limits required in this standard may be satisfied in the local currency equivalent at the time the policy is purchased. All evidence of insurance required herein including certificates must be sent, either by fax, email or upload, to Hilton Holdings, Inc.'s, external partner as indicated on OnQ's Risk Management page: Proof of Insurance (Certificates). Hilton Holdings, Inc.'s, external partner will review and audit each certificate of insurance in line with requirements as set out in this Manual. If Franchisee/Owner does not obtain or maintain the required insurance or policy limits, the Brand can (but is not obligated to) obtain and maintain the insurance or such portion of the insurance (Difference in Limits/"Difference in Conditions") needed to bring Franchisee/Owner's insurance in line with the requirements herein for Franchisee/Owner without first giving Franchisee/Owner notice. If the Brand does so, then Franchisee/Owner must immediately pay the Brand upon request, the premiums and costs incurred by Brand. The Brand makes no representation, implied or express, that the foregoing insurance requirements are adequate to protect Franchisee/Owner. The insurance coverage requirements contained in this Manual are only minimum requirements. These requirements do not relieve Franchisee/Owner from responsibility for any loss or claim for damages arising out of the Agreement. Franchisee/Owner must indemnify the Brand for any claim for damages due to failure of Franchisee/Owner or any Contractor, supplier or vendor doing business with Franchisee/Owner to maintain adequate insurance. To ensure compliance, the Brand strongly recommends that Franchisee/Owner reproduce all insurance requirements in this Manual in full and submit it to a licensed agent or broker experienced in writing insurance for hotels. Failure of the Brand to demand evidence of compliance with the insurance requirements in this Manual or failure of the Brand to identify a deficiency from evidence that is provided shall not be construed as a waiver of Franchisee/Owner's obligation to maintain such insurance. At the request of the Brand, Franchisee/Owner must deliver a copy of each policy bearing certification of the insurance company underwriter(s), that the policy is a complete copy of the policy issued with all endorsements to the Brand. The Brand may increase or decrease the minimum amount of insurance, require additional or different types of insurance, or otherwise change the requirements to make them comparable to the amount and kinds of insurance carried by other properties or hotels, taking into account the size and location of the hotel and changing circumstances in the law and insurance marketplace. Franchisee/Owner must obtain and maintain any other insurance required by local or national statute or law.

**United States: NOTE:** All required insurance must be purchased from insurance companies with a financial rating acceptable to Hilton, which shall be no less than A - VII if rated by the company A.M. Best.

Any deductibles or self-insured retentions above 50,000 USD or 5% of the replacement cost of the hotel must be declared to and approved by Hilton Holdings, Inc.'s, Risk Management Department, at: 7930 Jones Branch Drive, McLean, VA 22102; Email: Risk.Management@hilton.com.

Evidence shall be provided via certificate upon renewal or change in limits or coverage and shall be provided to Hilton or their designee and must include the following: With the exception of Commercial Property, Boiler & Machinery and WC, all policies obtained by Franchisee/Owner must name the Franchisee/Owner as named insured, and must name Hilton Holdings, Inc., and its owners, subsidiaries and affiliates now or hereafter existing as

additional insured including their Team Members, officers and directors.

All policies of Franchisee/Owner must be endorsed to be primary insurance with no recourse to, or contribution from, any other similar insurance, if any, which may be carried by Hilton Holdings, Inc., and its owners, subsidiaries and affiliates. Evidence of such must be supplied to the Brand. Requests by Franchisee/Owner to modify requirements for Earthquake, Flood, Windstorm or Terrorism may be submitted to Hilton Risk Management for consideration. Guidelines for such requests may be requested from Risk.Management@hilton.com.

Franchisee/Owner must deliver or cause to be delivered to the Brand upon renewal or change in limits or coverage each of the following:

Certificates of insurance or documentation acceptable to Hilton Holdings, Inc., evidencing the insurance, including applicable endorsements. Where applicable each certificate must specifically identify and/or list: Insured location(s) by name, address and Facility ID number Relevant policy numbers Relevant parties as being named additional insured (as specified above) Correct Hilton legal entity as certificate holder (Hilton Holdings, Inc., 7930 Jones Branch Dr., McLean, VA 22102) For GL:

Terrorism (unless provided separately) Garage Keeper's Liability Liquor Liability Worldwide Jurisdiction Policies as being primary and non-contributory For Property, Boiler & Machinery and Business Interruption

Windstorm Earthquake and/or Flood as appropriate Terrorism (unless provided separately) All evidence of insurance required herein including certificates must be sent, either by fax, email or upload, to Hilton Holdings, Inc., external partner as indicated on OnQ's Risk Management page: Proof of Insurance (Certificates).

Hilton Holdings, Inc.'s, external partner will review and audit each certificate of insurance in line with requirements as set out in this Manual. If Franchisee/Owner does not obtain or maintain the required insurance or policy limits, the Brand can (but is not obligated to) obtain and maintain the insurance or such portion of the insurance (Difference in Limits"/"Difference in Conditions") needed to bring Franchisee/Owner's insurance in line with the requirements herein for Franchisee/Owner without first giving Franchisee/Owner notice. If the Brand does so, then Franchisee/Owner must immediately pay to the Brand, upon request, the premiums and costs incurred by Brand.

The Brand makes no representation, implied or express, that the foregoing insurance requirements are adequate to protect Franchisee/Owner.

The insurance coverage requirements contained in this Manual are only minimum requirements. These requirements do not relieve Franchisee/Owner from responsibility for any loss or claim for damages arising out of the Agreement. Franchisee/Owner must indemnify the Brand for any claim for damages due to failure of Franchisee/Owner or any Contractor, supplier or vendor doing business with Franchisee/Owner to maintain adequate insurance.

To ensure compliance, the Brand strongly recommends that Franchisee/Owner reproduce all insurance requirements in this Manual in full and submit it to a licensed agent or broker experienced in writing insurance for hotels.

Failure of the Brand to demand evidence of compliance with the insurance requirements in this Manual or failure of the Brand to identify a deficiency from evidence that is provided shall not be construed as a waiver of Franchisee/Owner's obligation to maintain such insurance.

At the request of the Brand, Franchisee/Owner must deliver a copy of each policy bearing certification of the insurance company underwriter(s), that the policy is a complete copy of the policy issued with all endorsements to the Brand.

The Brand may increase or decrease the minimum amount of insurance, require additional or different types of insurance, or otherwise change the requirements to make them comparable to the amount and kinds of insurance carried by other properties or hotels, taking into account the size and location of the hotel and changing circumstances in the law and insurance marketplace.

Franchisee/Owner must obtain and maintain any other insurance required by local or national statute or law.

## 912.02.M BUSINESS INTERRUPTION

**Asia Pacific | Canada | Central America | Europe | Mexico | Middle East and Africa | Puerto Rico | South America:**

Minimum Required Limit: Full recovery of net profits and continuing expenses for 12 months

**NOTE:** *Full recovery of the net profits and continuing expenses of the hotel (including rental value) for a 12 month period must be carried. Such limit must be sufficient to avoid a co-insurance penalty, if applicable.*

*Continuing expenses must specifically include royalty/license fees and other fees payable to the Brand, its subsidiaries and affiliates. The policy must include coverage for all perils identified for Commercial Property Insurance and Boiler & Machinery above.*

*Hilton Holdings, Inc., and its owners, subsidiaries and affiliates now or hereafter existing must be included as an additional insured as respects their interest in Business Interruption insurance.*

## 912.02.N UMBRELLA / EXCESS LIABILITY

### **United States:**

Minimum Required Limit: See Underlying Requirements.

**NOTE:** *Umbrella or other excess policies may be utilized in conjunction with primary policies to achieve the required insurance limits for GL, AL and EL. Aggregate limits must be per location.*

## 912.02.O CYBER LIABILITY

### **United States:**

Minimum Required Limit: \$3.5M per occurrence and In the aggregate

**NOTE:** *This coverage is only required for non-Hilton computer systems. Coverage must include the following: Security and Privacy Liability Event Management Cyber Extortion Crisis Fund Event*

## 912.02.P EMPLOYMENT PRACTICES LIABILITY INSURANCE

### **United States:**

Minimum Required Limit: \$1M per occurrence

**NOTE:** *Such insurance shall include coverage for class action multi party claims*