

**TOWER INTERNATIONAL, INC. MINIMUM INSURANCE REQUIREMENTS FOR PROFESSIONAL CONSULTING SERVICES COVERAGE AND LIMITS MATRIX**



		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Commodity Description	Examples of Items Included in Commodity	Workers' Compensation (WC)	Employer's Liability (EL)	Auto	Additional Insured Status	General Liability	Umbrella/Excess	Additional Insured Status GL/Umbrella (ISO or Equivalent)	Vendor Primary & Non-Contributory (ISO or Equivalent)	Professional Liability / Errors & Omission	Cyber Liability	Crime	Medical Mal Practice	Waiver of Subrogation
Professional Services	Services - Consultants, Accountants, Banking, Legal, Recruiters, Payroll, Tax,	Statutory	\$1M	\$1M	Yes	\$2M	\$5M	(CG 20 10 10 01)	(CG 20 01 04 13)	\$3M	\$5M	Yes		Yes
Information Tech & Communication	IT services, IT supplies, Communication devices, Software, Audio & visual equipment, Computer & network equipment	Statutory	\$1M	\$1M	Yes	\$2M	\$5M	(CG 20 10 10 01)	(CG 20 01 04 13)	\$3M	\$5M	Yes		Yes
Healthcare Services	Healthcare related expenditures, Drug screens	Statutory	\$1M	\$1M	Yes	\$2M	\$5M	(CG 20 10 10 01)	(CG 20 01 04 13)	\$3M	\$5M		Yes	Yes
Insurance	Risk, Health	Statutory	\$1M	\$1M	Yes	\$2M	\$5M	(CG 20 10 10 01)	(CG 20 01 04 13)	\$3M	\$5M		Yes	Yes

**INSURANCE REQUIREMENT GUIDE**

The required limits of liability are the minimum amounts to be evidenced by Vendor, and in the event Vendor has or obtains applicable policies with limits in excess of the required minimums, the full amount of the limits shall be available to Tower in the event of a claim covered by a policy. A lapse or failure to secure any required insurance coverage as part of Agreement shall be a breach of this Agreement.

**C:** Commercial Business Auto liability is required for Vendors transporting Tower property, Tower colleague, use vehicle on Tower property or use of vehicle is integral to the performance of the contract. Coverage shall include; autos owned, non-owned and hired.

**E/G:** Commercial General Liability ISO CG 00 01 or equivalent form including without limitation, bodily injury, death, property damage, Premises and Operations Liability, Contractual Liability, Produces Liability and Completed Operations Liability with Tower as an additional insured using ISO's CG 2038 or CG 2010 or substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations. Coverage shall be written on an "occurrence" with minimum limits of \$2,000,000 per Occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 General Aggregate.

**F/H:** Commercial Umbrella/Excess liability shall be written on a follow form basis providing same coverage as the underlying primary liability coverages required under c, d and e. Primary and Non-Contributory basis shall be extended to umbrella/excess coverage by form or if absent vendor shall extend coverage via endorsement.

**G/H:** The additional insured endorsement shall apply on a primary and non-contributory basis with any other insurance available to Tower; and the insurer will not seek contribution from any other insurance of Tower, whether primary, excess or contingent, and even though such other insurance provides that is primary insurance; and insurer will not seek contribution from any other insurance of Tower. The additional insured endorsements shall not limit the scope of coverage for Tower to vicarious liability, but shall allow coverage for Tower to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured endorsement available and inclusive of ongoing operations and completed products liability coverages.

**I:** Professional Liability/Errors and Omission including Data Breach coverage with minimum liability limit of \$3,000,000.

**J:** Cyber Cyber Liability insurance with minimum limits of \$5,000,000 each claim and all claims in the aggregate covering first and third party claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. At minimum coverage shall include; legal and regulatory expense, data restoration, business interruption, forensic investigation, notification expense, credit monitoring, media and privacy liability, extortion, and theft/fraud coverage.

**K:** Crime/Fidelity liability insurance with minimum limit of \$1,000,000, naming Tower as a loss payee. Coverage is only required when Vendor will have access to Tower financial records, computer systems, other recordkeeping systems and financial accounts.

**L:** Health Care Providers shall be required to maintain Medical Malpractice Liability insurance.

**M:** Waiver of Subrogation in favor of Tower shall be extended to all required insurance coverages and Vendor agrees to hold harmless and indemnify Tower for any loss or expense insured as a result of Vendor's failure to obtain such waivers of subrogation from Vendor's insurers. Vendor agrees to waive all claims and rights of subrogation against Tower, its agents and employees as respects loss, damage, claims, suits or demands, howsoever caused, to the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the insurance required herein or any other insurance maintained by Vendor including any deductibles or retentions.

**Subcontractors:** Should the Vendor engage subcontractors to satisfy terms of the Agreement, the Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein and it is the responsibility of the Vendor to ensure each subcontractor is compliance with the insurance requirements.

**Additional Insured language represented within Vendor's Certificate of Insurance:** "Tower International, Inc., its subsidiaries, officer ,directors, and employees are included as additional insureds on a primary and non contributory basis as respects to auto, general liability and umbrella/excess liability. A waiver of subrogation applies to certificate holder, as respects to all insurance policies required by contract.