

**TOWER INTERNATIONAL, INC. MINIMUM INSURANCE REQUIREMENTS FOR TEMPORARY LABOR 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)	Alternative Employer Endorsement	Auto	Auto - Additional Insured Status	General Liability	Umbrella/Excess	Additional Insured Status GL/Umbrella (ISO or Equivalent)	Vendor Primary & Non-Contributory (ISO or Equivalent)	Employment Practice Liability	Crime	Professional Liability / Errors & Omission	Waiver of Subrogation
Temporary personnel services	Contract personnel, Sorting labor	Statutory	\$1M	Yes	\$1M	Yes	\$2M	\$5M	(CG 20 10 10 01)	(CG 20 01 04 13)	\$2M	\$1M	\$1M	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.

**A/B/C:** Workers' Compensation insurance providing Statutory coverage under the Workers Compensation laws of the state(s) where the Work is being performed. Tower shall be added as a named insured to Vendor's Alternative Employer endorsement for both workers' compensation and employers' liability coverage.

**D:** 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.

**F/H:** Commercial General Liability ISO CG 00 01 or equivalent form including without limitation, bodily injury, death, property damage, Premises and Operations Liability, Contractual Liability, Products 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.

**G/I:** 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.

**H/I.** 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.

**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:** Professional or Errors and Omissions if Vendor is providing Professional Services (as defined below) under the Agreement –covering Vendor's errors, omissions, or other acts committed or omitted that cause liability in the performance or nonperformance of Contractor's Professional Services, in the amount of not less than \$1,000,000 each wrongful act or omission and in the annual aggregate, to be kept in effect for three (3) years after completion of the Work or termination of the Agreement, whichever is later. Professional Services means those services Contractor is legally qualified to perform in the capacity as a temporary labor service contractor, or as otherwise provided herein.

**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.

**Financial Solvency of Insurance Carriers:** All insurances required shall be placed with insurers having an A.M. Best's rating of not less than A- VII.

**Certificate of Insurance:** Vendor must provide current Certificates of Insurance and copies of pertinent policy endorsements verifying Vendor's compliance with the insurance requirements; (1) upon Vendor's contract submission or quote prior to contract execution, (ii) at any time upon request of Tower, and (iii) not less than thirty days prior to policy expiration, suspension, cancellation or non-renewal. Certificates of Insurance shall be subject to approval of Tower, but any acceptance of insurance certificates by Tower shall not limit or relieve the Vendor of the duties and responsibilities assumed by the Vendor via purchase order/contract. Failure of Tower to demand such certificate or other evidence of these insurance requirements or failure of Tower to identify deficiencies from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.