

**TOWER INTERNATIONAL, INC. MINIMUM INSURANCE REQUIREMENTS FOR TRANSPORTATION/LOGISTIC 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	Auto - Additional Insured Status	Auto - Pollution Liability Endorsement	General Liability	Umbrella/Excesses	Additional Insured Status GL/Umbrella (ISO or Equivalent)	Vendor Primary & Non-Contributory (ISO or Equivalent)	Pollution Liability	Insured/Primary & Non-Contributory Pollution Liability	Professional Liability / Errors & Omission	Waiver of Subrogation
Transportation & Mail Services	Shipping, Freight, Customs, Duty, Brokerage	Statutory	\$1M	\$2M	Yes	Yes	\$2M	\$5M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)			\$2M	Yes
Hauling Services - Scrap	Steel Scrap	Statutory	\$1M	\$2M	Yes	Yes	\$2M	\$5M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	Yes	Yes		Yes
Environmental Services	Decontamination, Water & wastewater treatment, Refuse disposal & treatment, Hazardous waste clean-up	Statutory	\$1M	\$1M	Yes	Yes	\$2M	\$5M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	Yes	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/D/E:** 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/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. Insurance will remain in force with annual policy periods for the period of the statute of repose applicable to this project. Alternatively, if a "project-specific" General Liability policy is used to satisfy these requirements, it must be endorsed to provide extended completed operations coverage for the period of the statute of repose applicable to this project.

**H/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.

**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.

**E/J:** Pollution Liability insurance with minimum limits of \$2,000,000 is required for services related to Hazardous Waste disposal. An endorsement to the Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Vendor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Agreement is also acceptable

**L:** Professional or Errors and Omissions Liability if Contractor is providing Professional Services (as defined below) under the Agreement – covering Contractor'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 Contract, whichever is later. Professional Services means those services Contractor is legally qualified to perform in the capacity as an architect, engineer, land surveyor, landscape architect, construction manager, 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 included 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.