

CROWLEY

Minimum Insurance Requirements – Aviation Contractors Agreement to Carry Insurance

For the sake of these **minimum** insurance requirements, the terms “Aviation Contractor” and “Seller” are interchangeable, depending on the term used in the form of agreement under which services are rendered to Crowley, or products purchased, e.g., repair service order, purchase order, etc.

Contractor, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force during the term of this Agreement the following insurance coverages which shall apply independently of indemnity obligations which may be contained under Repair Service Orders, Purchase Orders or Master Service Agreements.

1. Workers Compensation insurance as required by law for any aircraft charter operator employees, agents and subcontractors; and, Employer’s Liability insurance in an amount not less than \$1,000,000 each accident. Such insurance shall provide coverage in the location in which the work is performed and the location in which the contractor is domiciled. If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers Compensation Act (including the Outer Continental Shelf Lands Act), the Jones Act, Admiralty Act, Death on the High Seas Act and/or other statutes applicable to maritime employees, Contractor agrees to maintain insurance for such injuries or illnesses, and to provide evidence of such insurance as applicable.
2. Commercial General Liability insurance, on a per occurrence basis, endorsed to cover premises, operations, products/completed operations, personal injury and contractual liability; watercraft exclusions deleted and “in rem” coverage as may be applicable; at a minimum limit of \$1,000,000 any one accident or occurrence.
3. Automobile Liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in the performance of the Work: Limits of liability not less than \$1,000,000 any one occurrence.
4. Aircraft liability insurance (including standard coverage for War and other perils), covering all owned and non-owned aircraft, including but not limited to fixed-wing aircraft, helicopters, and drones, under this Agreement for Bodily Injury (including Passengers) and Property Damage, subject to a minimum Combined Single Limit of Liability each occurrence of USD\$5,000,000 or USD\$5,000,000 per passenger seat, whichever is greater, and as may be applicable;
5. Aircraft Hull insurance equal to the value of any aircraft used and endorsed to provide a Waiver of Subrogation in favor of Crowley.

The Workers Compensation/Employers Liability insurance policy shall be endorsed to waive all rights of subrogation against Crowley, (and Crowley’s Vessel(s) if applicable), and shall contain an “In Rem” endorsement, along with an endorsement providing Crowley with thirty (30) days advance written notice of cancellation. Contractors in states with “State Fund” Workers Compensation must provide proof of coverage through the State Fund.

All other policies shall be endorsed to name Crowley, its parent, subsidiary or affiliated companies and their shareholders, officers, directors, agents and employees (and the Vessel(s) if applicable) as Additional Insureds with a Waiver of Subrogation, along with an endorsement providing Crowley with thirty (30) days advance written notice of cancellation.

In no event shall the amount or scope of insurance described herein place any limitation on the liability assumed by Contractor, and should Contractor maintain insurance limits higher than the limits listed above, Crowley shall benefit from those higher limits. Contractor shall require their subcontractors performing hereunder to maintain insurance of the types and amounts required of Contractor. Policies of Contractor shall be primary to any insurance carried by or available to Crowley and any “other insurance” clauses under Contractor’s policies shall be amended accordingly. Should Contractor fail to procure or maintain any of these insurance coverages, or by any act or omission vitiate or invalidate any of the aforesaid insurance coverages, Contractor shall pay to Crowley all losses and indemnify Crowley

against all claims and demands which would otherwise have been covered by such insurance. Irrespective of the requirements as to insurance to be carried by Contractor or their subcontractors as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve Contractor of any of its obligations.

Such insurance shall be written with Insurers carrying no less than a "B" rating from A.M. Best's. Commencement of operations without receipt of the required Certificates of Insurance shall not constitute a waiver of the obligation of the Contractor to maintain the required insurance coverages and to provide Crowley with Certificates of Insurance.

Crowley Maritime Corporation
Attn: Risk Management Department
9487 Regency Square Boulevard
Jacksonville, FL 32225
Email: vendor.insurance@crowley.com
Fax: (904) 805-1639

Acceptance of payment by Contractor for services or work performed shall constitute acceptance by Contractor of these insurance requirements, unless changes have been agreed by Crowley's Risk Management Department in writing.