

# CROWLEY

## Minimum Insurance Requirements – Domestic Vendors Agreement to Carry Insurance

For the sake of these **minimum** insurance requirements, the terms “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 all 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. As applicable:
  - A. If Consulting Services are being performed under this Agreement: Professional Liability/Errors & Omissions Liability insurance with limits not less than \$5,000,000 any one occurrence.
  - B. If delivery of fuel or other hazardous products, or waste disposal, are being performed: Pollution insurance or Environmental Impairment insurance with limits of liability not less than \$5,000,000 per occurrence, and any other public liability or environmental impairment coverage required by Federal, State or local regulatory authorities.
  - C. Should the Services supplied under this Agreement include use of Contractor’s vessels: Protection & Indemnity insurance to be evidenced through a full entry with an international P&I Club, including collision liability, tower’s liability, and liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, removal of wreck, etc., subject to a minimum limit of liability of \$5,000,000 any one accident or occurrence. Alternatively, if a full entry in an international P&I Club is not available or applicable, maritime liability coverage should be evidenced on an SP-23 form or equivalent including collision liability, tower’s liability and third-party statutory liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, wreck/debris removal, subject to a minimum limit of liability of \$5,000,000.

Hull & Machinery insurance including collision liability with sistership clause unamended, with limits of liability at least equal to the full value of all vessels used in connection with performance

of the Work required under this Agreement, and with navigational limitations adequate for the Contractor to perform the specified Work. Where vessels engage in towing operations, said insurance shall include full towers' liability with sistership clause un-amended.

D. If the performance of the Work requires the use of any aircraft that are owned, leased, rented or chartered by Contractor or any of its subcontractors, Aircraft Liability or Non-Owned Aircraft Liability insurance shall be maintained, as applicable, with a minimum limit of \$5,000,000 per occurrence, including passengers and crew.

The Workers Compensation/Employers Liability insurance policy shall be endorsed to waive all rights of subrogation against Crowley, (and the Vessel 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 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  
Risk Management Department  
9487 Regency Square Boulevard  
Jacksonville, FL 32225  
Email: [vendor.insurance@crowley.com](mailto: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.