



## MINIMUM INSURANCE REQUIREMENTS

REQUIRED INSURANCE COVERAGE: Contractor shall carry and maintain the following minimum insurance coverage with reliable insurance companies acceptable to Company:

1. Workers' Compensation Insurance (including Occupational Disease Coverage) to fully comply with all applicable laws of the jurisdiction where operations are performed and Employer's Liability Insurance with a minimum limit of not less than \$1,000,000 for each accident.
2. Commercial General Liability Insurance with a minimum combined single limit of not less than \$1,000,000 for each occurrence for bodily/personal injury and property damage, including Products & Completed Operations Liability and Personal & Advertising Injury Liability, and insuring the indemnity obligations and liabilities assumed by Contractor under this Master Service Agreement, including Sudden and Accidental Pollution; No Exclusion for Explosion, Collapse, and Underground Damage (XCU).
3. Business Automobile Liability Insurance covering all automotive equipment (whether owned, non-owned or hired by Contractor Group) with a minimum combined single limit of not less than \$1,000,000 each accident for bodily injury and/or property damage. If necessary, the policy should be endorsed to provide contractual liability coverage. In the event the services performed under this agreement involve transporting of hazardous materials or pollutants, Broadened Auto Pollution (CA9948) and MCS 90 coverage is required for all vehicles.
4. Excess Liability Insurance. Excess Liability Insurance shall be carried by the Contractor providing services for Contractor, in the amount of not less than \$1,000,000 for Category #1 Contractors, not less than \$2,000,000 for Category #2 Contractors, and not less than \$5,000,000 for Category #3 Contractors. The limit of each policy of Excess Liability Insurance shall apply in excess of the underlying liability limits set forth in Sections 1-3 above ("primary limits") and serve to increase the primary limits for any one accident or occurrence.
5. Professional Errors & Omissions Liability Insurance. If the Master Service Agreement requires the performance of design, engineering, or any other professional service, Contractor further agrees to carry Professional Errors & Omissions Insurance liability coverage in an amount not less than \$2,000,000 per occurrence throughout the term and for a minimum of two (2) years after termination. The Retroactive Date of this coverage shall be on or before the Effective Date of this Master Service Agreement, and be stated on the certificate of insurance by reference or by endorsement attached thereto.



6. Property and Equipment. Contractor is fully responsible for its own equipment, and CountryMark shall have no responsibility for loss of Contractor's or its subcontractors' equipment regardless of cause. Contractor and its subcontractors may elect to insure or self-insure its responsibility for loss of their own equipment.

7. Waiver of Subrogation. Contractor shall cause its insurers to waive all rights of subrogation, regardless of fault, in favor of CountryMark with such endorsement to be reflected on all policies of insurance.

8. Additional Insured. All Contractor's policies of insurance, except Worker's Compensation and Employer's Liability, and Professional Liability shall be endorsed to CountryMark as an Additional Insured.

9. Certificates of Insurance. Contractor and its subcontractors shall, prior to performing any of the Work, furnish CountryMark with properly executed certificates of insurance and, if requested by CountryMark, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall be not canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to CountryMark. CountryMark shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.

10. Licensed Insurer. Contractor and its subcontractors shall place such insurance with insurers properly licensed to do business in Indiana.