Schedule A

THE STANLEY WORKS VENDORS INSURANCE REQUIREMENTS **EFFECTIVE January 1, 2004**

Corporate guidelines mandate that the following coverages, policy limits and terms and conditions must be evidenced by vendors, contractors or consultants providing any type of products, services or materials to The Stanley Works Business Units.

Higher limits should be requested when the vendors' product or services could generate higher exposure to Stanley. It may be prudent to accept lower limits to secure a low cost bid for a low risk project. In such cases you must contact Risk Management for authorization. If you have questions regarding the potential exposure, contact the Risk Management Dept.

Our requirements can be generalized as follows:

Per Occurrence or Combined Single Limit Amt. of Coverage where applicable.

• General and Product Liability Insurance (ISO 1986 or later)

\$ 2 Million Each Occurrence/\$2 Million General Aggregate/\$2 Million Products-Completed Operations Aggregate

W/Completed Operations Coverage

W/Contractual Liability Coverage (or Broad Form)

W/ 30 Day Notice of Cancellation Clause

W/Fire Legal Liability Sub-Limit (if applicable)

\$ 100,000 Each Occurrence

• <u>Auto Liability Insurance:</u> \$ 1 Million Each Accident – Combined Single Limit (Bodily Injury and Property Damage)

W/Un & Under insured Motorists & PIP Coverage

• Workers Compensation:

\$ Statutory

Or: Qualified Self Insured Certificate for Workers Compensation

W/ "alternative employer" endorsement for vendors permanently on site

• Employers Liability: \$1 Million Bodily Injury by Accident-Each Accident
\$1 Million Bodily Injury by Disease – Each Employee

\$1 Million Bodily Injury by Disease - Policy Limit

Additional requirements:

- ➤ Vendor must evidence where there are self-insured retentions or deductibles that are not insured and for which they are responsible.
- The Stanley Works must be added as <u>an additional insured</u> on vendors/contractors policy (i.e. via Blanket **Additional Insured Endorsement**, **Broad Form Vendors Endorsement** or **Additional Insured Form "B" for Owners & Contractors**, Etc.)
- Additional Insured Coverage should be primary and non-contributory, irrespective of any other insurance or self-insurance programs carried by The Stanley Works.

- Specialty vendors/contractors are required to carry additional insurance such as Pollution Liability Coverage, Professional Errors and Omissions coverage or Contractors Liability. Please ensure that these coverages are evidenced when dealing with environmental, design/engineering, vendors/contractors.
- > Certificates of insurance shall be provided prior to the start of any work/services to be performed.
- > Coverage shall be placed with carriers authorized to do business in the state where work/services are being performed.
- Carrier shall maintain an A.M. Best rating of at least an "A".
- Where the use of a subcontractor is required by the vendor/contractor, the vendor/contractor shall be responsible for ensuring each subcontractor maintains insurance in conformance with the type/limits identified by The Stanley Works.
- Vendors shall provide a Waiver of Subrogation in favor of The Stanley Works indicating that the carriers shall waive all of its rights of recovery, under subrogation or otherwise, against The Stanley Works, et al, and all engaged by them.
- > General Liability (Primary & Excess) and Auto Liability policies will be written on an "occurrence" basis.

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