**Subcontractor and Supplier Insurance Requirements**

Your designated insurance agent, carrier or broker must provide (by fax or email) the Certificates of Insurance, with additional insured endorsements, to the Ingalls Shipbuilding purchasing representative working with you.

Certificates of Insurance and related endorsements should be in substantially the form of the sample Certificate and endorsements contained on the following pages, including the highlighted information. In addition to the basic insurance requirements listed below, subcontractors and suppliers must also comply with any additional insurance requirements contained in the terms and conditions referenced in the applicable Ingalls purchase order or inquiry.

1. Certificate Holder and Additional Insured must read:

Huntington Ingalls Incorporated, its affiliates and subsidiaries
P.O. Box 149
Pascagoula, MS 39568

2. All insurance carriers must have an A.M. Best rating of A-/VII or better and be licensed to do business in the State where the applicable Ingalls site is located.

3. The following coverages (and minimum limits) are required:

Workers’ Compensation / Longshore and Harborworkers’ Compensation Act (as appropriate)

Employer Liability ($1,000,000)

4. If any work will be performed at an Ingalls Shipbuilding site, the following additional coverages are required:

Longshore and Harborworkers’ Compensation Act

Comprehensive General Liability (Combined Single Limit $2,000,000 bodily injury and property damage)

Automobile Liability (Combined Single Limit $2,000,000 bodily injury and property damage)

5. All coverage shall be primary and not contributory to any other insurance available to Ingalls.

6. A waiver of subrogation must be provided in favor of Huntington Ingalls Incorporated for each required coverage hereunder.

 *Please be advised that Ingalls requires receipt of the Certificate and related endorsements before issuing a purchase order or granting access to Ingalls Shipbuilding premises.*

**Updated certificates must be provided to Ingalls at least 15 days prior to the expiration date of the insurance under each required coverage.**

**CERTIFICATE OF LIABILITY INSURANCE**

|  |  |
| --- | --- |
|  | **DATE (MM/DD/YYYY)** |
| **THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.** |
| **IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. In addition, subject to the terms and conditions of the policy, WAIVER OF SUBROGATION may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).** |
| **PRODUCER** **[Insurance Agent Name; contact information should be input there →]** | **CONTACT NAME:** |
| **PHONE****(A/C, No, Ext):** | **FAX****(A/C, No):** |
| **E-MAIL ADDRESS:** |
| **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| **INSURER A : [Insurance Carrier’s name]** |  |
| **INSURED****[Your Company name and address]** | **INSURER B : [Insurance Carrier’s name]** |  |
| **INSURER C :** |  |
| **INSURER D :** |  |
| **INSURER E :** |  |
| **INSURER F :** |  |

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**INSR**

**LTR TYPE OF INSURANCE**

**GENERAL LIABILITY**

X COMMERCIAL GENERAL LIABILITY

**ADDL SUBR INSR WVD**

**POLICY NUMBER**

**POLICY EFF (MM/DD/YYYY)**

**POLICY EXP**

**(MM/DD/YYYY) LIMITS**

EACH OCCURRENCE $1,000,000

DAMAGE TO RENTED

PREMISES (Ea occurrence) $

CLAIMS-MADE

X OCCUR

X X

MED EXP (Any one person) $ PERSONAL & ADV INJURY $1,000,000

 GENERAL AGGREGATE $1,000,000

GEN'L AGGREGATE LIMIT APPLIES PER:

PRODUCTS - COMP/OP AGG $1,000,000

POLICY

PRO- JECT

LOC $

**AUTOMOBILE LIABILITY**

COMBINED SINGLE LIMIT (Ea accident)

$2,000,000

X ANY AUTO

ALL OWNED SCHEDULED AUTOS AUTOS

X

X X

BODILY INJURY (Per person) $

BODILY INJURY (Per accident) $

X HIRED AUTOS X

NON-OWNED

AUTOS

PROPERTY DAMAGE $ (Per accident)

X **UMBRELLA LIAB** OCCUR

$

EACH OCCURRENCE $1,000,000

**EXCESS LIAB**

CLAIMS-MADE X X

AGGREGATE $1,000,000

DED

RETENTION $ $

X

**WORKERS COMPENSATION**

**AND EMPLOYERS' LIABILITY Y / N**

WC STATU- TORY LIMITS

OTH- ER

ANY PROPRIETOR/PARTNER/EXECUTIVE

OFFICER/MEMBER EXCLUDED?

**N / A** X

E.L. EACH ACCIDENT

$1,000,000

**(Mandatory in NH)**

If yes, describe under

E.L. DISEASE - EA EMPLOYEE $1,000,000

DESCRIPTION OF OPERATIONS below

E.L. DISEASE - POLICY LIMIT

$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Additional Remarks Schedule, if more space is required)**

All policies are endorsed to include waiver of subrogation. With the exception of Workers Compensation, all policies are also endorsed to include (a) Huntington Ingalls Incorporated, its parents, subsidiaries, agents and affiliated companies, and its directors, officers, agents and employees as additional insureds, and (b) severability of interest or separation of insured. All insurance is primary and non-contributory.

 **CERTIFICATE HOLDER CANCELLATION**

|  |  |
| --- | --- |
| Huntington Ingalls Incorporated, its affiliates and subsidiaries P.O. Box 149Pascagoula, MS 39568 | **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PREVISIONS.** |
| **[Agent Signature Required]** |

ISO I Commercial General Liability Forms I 07/01/04

 POLICY NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

|  |
| --- |
| Name Of Additional Insured Person(s) Or Organization(s) |
| **Huntington Ingalls Incorporated, its affiliates and subsidiaries, P.O. Box 149, Pascagoula, MS 39568** |
| Information required to complete this schedule if not shown above will be shown in Declarations. |

Section II -Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

 A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

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ISO I Commercial General Liability Forms I 07/01/04

 POLICY NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

|  |  |
| --- | --- |
| Name of Additional Insured Person(s) Or Organization(s) | Location and Description Of Completed Operations |
| **Huntington Ingalls Incorporated, its affiliates and subsidiaries** |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II –

Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products­ completed operations hazard".

CG 20 37 07 04

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ISO I Commercial General Liability Forms I 05/01/09

 POLICY NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMMERCIAL GENERAL LIABILITY CG 2404 05 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

|  |
| --- |
| **Name of Person or Organization(s):** **Huntington Ingalls Incorporated, its affiliates and subsidiaries** **P.O. Box 149** **Pascagoula, MS 39568** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of

Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **COMMERCIAL AUTO CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

 AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured’s" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|  |
| --- |
| **Named Insured: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Endorsement Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**SCHEDULE**

|  |
| --- |
| **Name of Person or Organization(s):** **Huntington Ingalls Incorporated, its affiliates and subsidiaries** **P.O. Box 149** **Pascagoula, MS 39568** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverage’s of the Auto Dealers Coverage Form.

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POLICY NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **COMMERCIAL AUTO CA 04 44 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following: AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|  |
| --- |
| **Named Insured: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Endorsement Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**SCHEDULE**

|  |
| --- |
| **Name of Person or Organization(s):** **Huntington Ingalls Incorporated, its affiliates and subsidiaries** **P.O. Box 149** **Pascagoula, MS 39568** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights of Recovery against Others to Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**CA 04 44 10 13** © Insurance Services Office, Inc., 2011

NCCI I Workers Comp Forms I 04/01/84

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY we 00 0313

2nd Reprint *Effective April 1, 1984* Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

*FOR REFERENCE ONLY*

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

**Huntington Ingalls Incorporated, its affiliates and subsidiaries, P.O. Box 149, Pascagoula, MS 39568**

Notes:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.

2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is $ .”

4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.

5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.

6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the *Basic Manual.*

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