

118678

FOR INFORMATION PURPOSES ONLY, THIS SUPPLEMENT IS TO BE ATTACHED TO THE ACORD CERTIFICATE OF INSURANCE FOR

# TK Towing, Inc.

PO Box 2706 Morgan City, LA. 70381

Phone: 985-300-0020 / Fax: 985-384-3074



Vs 032012

Name of Insured		Phone Number	Date Issued
Address of Insured			
Description of Operations			
Nature and Location of Work Performed for TK Towing, Inc.			
<b>APPLICABLE TO ALL POLICIES (COMPANY shall mean TK Towing, Inc. and/or subsidiary and/or associated and/or affiliated companies) Contractor shall refer to the Name of the Insured appearing above.</b>			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Do all policies (except W/C) name the COMPANY as an Additional Assured to the full limits carried by Contractor?		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Do all policies provide Waiver of Subrogation in favor of the COMPANY and any of their insurers?		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Do all policies provide 30 days prior written notice to COMPANY of cancellation at Company address (PO Box 2706, Morgan City, LA. 70381)		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Is coverage under all insurance carried by Contractor primary insurance and exclusive of any COMPANY's valid and collectible insurance?		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Do all policies have adequate territorial and navigation limits for the location of the work, including operations in the Gulf of Mexico?		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Do Insurers waive all premiums, deductibles, taxes, audits, retro adjustments or any other payment or sue and labor requirements of any kind as respects the COMPANY?		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Are all policies of insurance placed with insurance companies rated by A.M. Best Company as A or better, Class VII or higher, or with Underwriters at Lloyds of London?		
<b>WORKERS' COMPENSATION &amp; EMPLOYERS LIABILITY</b>			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Alternate Employer Endorsement or equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO	Voluntary Compensation Endorsement
<input type="checkbox"/> YES <input type="checkbox"/> NO	U.S.L. & H. Endorsement		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Outer Continental Shelf Act Endorsement		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Other States Coverage	<input type="checkbox"/> YES <input type="checkbox"/> NO	Maritime Coverage B including Transportation and Wages, Maintenance & Cure Jones Act (Merchant Marine 1920) *
<input type="checkbox"/> YES <input type="checkbox"/> NO	Gulf of Mexico Territorial Extension	<input type="checkbox"/> YES <input type="checkbox"/> NO	Death on the High Seas Act *
<input type="checkbox"/> YES <input type="checkbox"/> NO	"In Rem" Endorsement *		
* If Maritime coverages not provided on WC/EL policy, state applicable policy:			
<b>GENERAL LIABILITY</b>			
Form & Edition Date		Deductible:	Territory Covered:
<input type="checkbox"/> YES <input type="checkbox"/> NO	Products/Completed Operations	<input type="checkbox"/> YES <input type="checkbox"/> NO	If Contractor uses leased employees, then any Leased Employee Limitation Deleted
<input type="checkbox"/> YES <input type="checkbox"/> NO	Contractual Insurance: Specifically Insuring Contracts and/or Letter Agreements with COMPANY	<input type="checkbox"/> YES <input type="checkbox"/> NO	Action Over Indemnity Buy-Back Endorsement
<input type="checkbox"/> YES <input type="checkbox"/> NO	Sudden and Accidental Pollution Liability	<input type="checkbox"/> YES <input type="checkbox"/> NO	Per Project Endorsement or the Equivalent
<input type="checkbox"/> YES <input type="checkbox"/> NO	Deletion of the Non-Owned Watercraft Exclusion	<input type="checkbox"/> YES <input type="checkbox"/> NO	Personal Injury/Advertising Liability
<input type="checkbox"/> YES <input type="checkbox"/> NO	"In Rem" Endorsement	<input type="checkbox"/> YES <input type="checkbox"/> NO	Care, Custody & Control Coverage
<input type="checkbox"/> YES <input type="checkbox"/> NO	Cross Liability Coverage	<input type="checkbox"/> YES <input type="checkbox"/> NO	Independent Contractors Coverage without warranties or limitations
<input type="checkbox"/> YES <input type="checkbox"/> NO	Gulf of Mexico Territory Extension Endorsement		
<b>Auto Liability</b> <input type="checkbox"/> Check if Not Applicable			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Owned Autos		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Non-Owned Autos		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Hired Autos		
<b>MARINE INSURANCE - VESSEL OPERATIONS</b> <input type="checkbox"/> Check if Not Applicable <b>Attach Schedule of Vessels (include Description)</b>			
<b>HULL</b>		<b>P&amp;I (cont')</b>	
<input type="checkbox"/> YES <input type="checkbox"/> NO	Hull Form	<input type="checkbox"/> YES <input type="checkbox"/> NO	Removal of Wreck/Debris Insurance
<input type="checkbox"/> YES <input type="checkbox"/> NO	Hull Insurance in an amount equal to the Agreed Hull value of the vessels utilized in the work	<input type="checkbox"/> YES <input type="checkbox"/> NO	Excess Collision & Tower's Liability
<input type="checkbox"/> YES <input type="checkbox"/> NO	Strikes, Riots & Civil Commotions Endorsement		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Collision & Tower's Liability (if applicable) to the Hull Limit with the Sistership Clause unamended		
<b>General Conditions applicable to Hull and P&amp;I Policies (please include specific limits on schedule of vessels)</b>			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Navigation Limits adequate to cover areas of operation		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Do Policies Cover Rig Towing		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Do Policies Cover All Owned or Bareboat Chartered Vessels And All Other Vessels The Named Insured Is Obligated or Responsible To Insure?		
<b>P&amp;I</b>			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Include Crew Coverage (if not, where covered?)		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Cross Liability		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Pollution Exclusion with Buy Back Endorsement		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Cargo Legal Liability		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Marine Contractual		
<b>VESSEL POLLUTION</b> <input type="checkbox"/> Check if Not Applicable			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Include OPA 90 Liability	<input type="checkbox"/> YES <input type="checkbox"/> NO	Do Policies Cover All Owned or Bareboat Chartered Vessels And All Other Vessels The Named Insured Is Obligated or Responsible to Insure?
<input type="checkbox"/> YES <input type="checkbox"/> NO	Include CERCLA Liability		
<b>SHIP REPAIRERS' LEGAL LIABILITY</b> <input type="checkbox"/> Check if Not Applicable			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Standard Form SP98 or equivalent	<input type="checkbox"/> YES <input type="checkbox"/> NO	Demurrage Clause Deleted
<input type="checkbox"/> YES <input type="checkbox"/> NO	Strikes, Riots and Civil Commotions Endorsement		
<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Check if Not Applicable			
<input type="checkbox"/> YES <input type="checkbox"/> NO	Umbrella Form	<input type="checkbox"/> YES <input type="checkbox"/> NO	If primary General Liability is subject to an annual aggregate, does excess drop down to act as primary if aggregate is exhausted?
<input type="checkbox"/> YES <input type="checkbox"/> NO	Bumbershoot	<input type="checkbox"/> YES <input type="checkbox"/> NO	Do Policies Cover All Owned or Bareboat Chartered Vessels And All Other Vessels The Named Insured Is Obligated or Responsible to Insure?
<input type="checkbox"/> YES <input type="checkbox"/> NO	Specific Excess		
<input type="checkbox"/> YES <input type="checkbox"/> NO	Does policy follow form on all policies above?		
if not, please list policies that are EXCLUDED:			

TEXAS DEPT. OF INSURANCE  
AUSTIN, TEXAS  
APPROVED  
APR - 5 2012

YES  NO The following wording applies to sections MARINE INSURANCE and EXCESS/UMBRELLA LIABILITY and has been specifically endorsed by Underwriters to said policies.

### TK Towing, Inc. SPECIAL ENDORSEMENT WORDING

SPECIAL ENDORSEMENT: PERMISSION IS HEREBY GRANTED TO CHARTER THE VESSEL(S) TO OR TO BROKER VESSELS THROUGH TK TOWING, INC. AND/OR ANY OF THEIR SUBSIDIARIES OR AFFILIATED COMPANIES; AND FOR OPERATIONS DURING THE PERIOD OF ANY SUCH BROKERAGE OR CHARTER, EITHER ORAL OR IN WRITING: (a) TK TOWING, INC., OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES, AND/OR ANY CORPORATION, PARTNERSHIP OR INDIVIDUAL OPERATING AND/OR WORKING THE VESSEL(S), AND/OR ANYONE FOR WHOM THE VESSEL(S) IS/ARE WORKING OR BEING OPERATED, (HEREINAFTER "TK TOWING"), SHALL BE CONSIDERED AS ADDITIONAL INSUREDS UNDER ALL COVERAGE PROVIDED BY THE POLICIES REFERENCED ABOVE, AND UNDERWRITERS' RIGHTS OF SUBROGATION AGAINST THE ADDITIONAL INSUREDS ARE HEREBY WAIVED; AND

(b) CONTRACTUAL LIABILITY SHALL BE AFFORDED TK TOWING UNDER THIS ENDORSEMENT, WHICH SHALL BE DEEMED A WRITTEN CONTRACT, PROVIDING DEFENSE AND INDEMNITY TO TK TOWING FOR ANY CLAIMS BROUGHT BY OR ON BEHALF OF THE VESSEL'S OWNERS, EMPLOYEES, INVITEES, OR CREW FOR SICKNESS, DISEASE, PERSONAL INJURY OR DEATH, ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE CHARTER OR BROKERAGE OF THE VESSEL REGARDLESS IF CAUSED OR CONTRIBUTED TO BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE, OR STRICT LIABILITY OF TK TOWING.

THE COVERAGE AFFORDED TO SUCH ADDITIONAL ASSUREDS UNDER ALL COVERAGE PROVIDED BY THESE POLICIES SHALL BE IN ALL RESPECTS AND IN ALL EVENTS IDENTICAL WITH THE COVERAGE AFFORDED TO THE OWNER OF THE VESSEL(S) AND ANY LIMITATION OF COVERAGE AS TO LOSS, DAMAGE OR EXPENSE, "AS OWNED" AND "OTHER THAN AS OWNED" OR ANY OTHER PROVISION HEREIN INCONSISTENT WITH THE COVERAGE OF SUCH ADDITIONAL INSUREDS, IDENTICALLY WITH OWNER'S COVERAGE SHALL, AS TO SUCH ADDITIONAL INSUREDS BE DEEMED DELETED.

IT IS EXPRESSLY AGREED THAT THE INSURANCE AFFORDED BY THESE POLICIES SHALL BE DEEMED TO BE PRIMARY OF ALL OTHER INSURANCE AND ANY "OTHER INSURANCE CLAUSE" CONTAINED IN THIS POLICY IS HEREBY DELETED. IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE IN THESE POLICIES UNDERWRITERS WILL GIVE 30 DAYS PRIOR NOTICE TO TK TOWING. ALL NOTICES TO TK TOWING SHOULD BE ADDRESSED TO SAID COMPANY AT P.O. BOX 2706, MORGAN CITY, LA. 70381.