



KCS General Insurance Requirements

2/24/2020



INSURANCE

Industry agrees that at its sole expense it shall provide and maintain in effect during the term hereof, in addition to any other form of insurance or bond required by statute, the following insurance:

1. Commercial General Liability insurance, including bodily injury, property damage, personal and advertising injury liability, and contractual liability covering operations, independent contractor, and products/completed operations hazards, with limits of not less than \$3,000,000 combined single limit per occurrence and \$6,000,000 annual aggregate. The policy must contain the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing essentially equivalent liability coverage); [Standard starting place is 3M & 6M. These amounts are subject to management discretion. Should review with Real Estate Dept. if Industry does not carry these amounts.]
2. Industry shall also carry for the benefit of Industry and its employees, Workers' Compensation insurance as required in the jurisdiction where the Industry Track is located. This policy shall include Employer's Liability insurance (Part B) with limits of at least \$500,000 per occurrence;
3. Automobile Liability insurance covering all owned, non-owned, and hired vehicles, and including coverage for both personal injury and property damage, with combined single limits of not less than \$1,000,000 per occurrence;
4. Pollution Liability insurance coverage with limits of at least \$1,000,000 per occurrence or per claim and an aggregate limit of \$2,000,000. Coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing essentially equivalent liability coverage);
5. If Industry will undertake, or cause to be undertaken, any construction activity within fifty (50) feet of any railroad track or any railroad bridge, trestle, or tunnel, then Industry shall purchase or cause to be purchased, a Railroad Protective Liability coverage with limits of not less than \$3,000,000 each occurrence and \$6,000,000 annual aggregate, naming Railroad as the named insured on the policy; and [Railroad protective would most likely be required only if terms of maintenance included Industry maintaining a portion of the track located on Railroad property. This is something that is not very common nowadays due to stricter FRA safety regulations. Whether to include RRP coverage needs to be determined on a case by case basis.]
6. If Industry utilizes an umbrella or excess policy, this policy must "follow form" and afford no less coverage than the primary policy.
7. Each policy must be issued by financially reputable insurers licensed to do business in the jurisdiction where the Industry Track is located. Each policy shall name Railroad as an additional insured (except for Worker's Compensation) and, to the fullest extent



allowed under law, shall contain a waiver of subrogation in favor of Railroad. On or prior to the Effective Date, Industry shall provide to Railroad a certificate of insurance, reasonably satisfactory in form and content to Railroad, evidencing that all the required insurance coverage is in force and has been endorsed to provide that in the event of cancellation, material change, or alteration in the policies and/or coverage, thirty (30) days prior written notice thereof shall be given to Railroad. The “Insured” shown on the certificate of insurance must match the name of Industry that is a Party to this Agreement. The certificate of insurance must also list the name and address of the certificate holder as follows:

The Kansas City Southern Railway Company
Attention: Real Estate Department
P.O. Box 219335
Kansas City, Missouri 64121-9335

All policies shall be primary to any insurance or self-insurance Railroad may maintain for acts or omissions of Industry or anyone for whom Industry is responsible. Industry shall include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Industry’s liability to Railroad to the limits of insurance certified or carried by Industry. Any deductible or self-insured retention amount will be for the account of Industry.

right, or cause of action it may have against Railroad based upon the removal of Railroad’s portion of the Industry Track.

Until terminated as herein before provided, this Agreement inures to the benefit of and is binding upon the Parties hereto, their respective successors and permitted assigns; provided however, Industry may not permit or authorize the use of the Industry Track by or for the benefit of any other person, firm, or corporation that is not a Party hereto, nor assign this Agreement or any rights hereunder, without the written consent of Railroad as required by under this Agreement.