

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED SUBCONTRACTOR OR INDEPENDENT CONTRACTOR WARRANTY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

SCHEDULE

Designated Subcontractor or Independent Contractor (if applicable):

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and **SECTION IV- CONDITIONS** of the **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM** are amended to include:

Designated Contractor Contractual Responsibilities (SCHEDULE above applies)

For any subcontractor or independent contractor not specified in the **SCHEDULE** above, the insured must comply with the conditions listed below:

1. You must obtain Certificates of Insurance from all subcontractors or independent contractors, prior to commencement of any work performed on your behalf by that contractor, evidencing:
 - a. That the subcontractor or independent contractor is the Named Insured on a Commercial General Liability policy which has limits of insurance which are equal to or greater than:
 - i. Each Occurrence Limit \$1,000,000
 - ii. General Aggregate Limit \$2,000,000
 111. Products/Completed Operations Aggregate Limit \$2,000,000
 - b. Workers Compensation insurance in compliance with the statutes of the applicable state and Employers Liability Insurance.
 - c. That the insurance is provided by a carrier(s) holding an A.M. Best rating of A- VII or better.
 - d. That the insurance remains in full force without lapse in coverage from the date on which the contract for work being performed is executed until the date on which it is completed.
2. You must:
 - a. Obtain written hold harmless agreements which are signed and executed from subcontractors or independent contractors, prior to commencement of any work performed on your behalf by that contractor, which indemnifies you against all losses, including expenses and legal fees, for the work performed for you by any and all subcontractors or independent contractors.

- b.** Be added as an Additional Insured on all General Liability policies issued to all subcontractors or independent contractors and a copy of the endorsement must be received by you prior to the commencement of any work performed on your behalf by that contractor.

- 3.** You must confirm the following applies to the coverage held by the subcontractor or independent contractor:
 - a.** Coverage includes "bodily injury" and "property damage" arising out of work being contracted for by you;
 - b.** Coverage does not exclude any claim, "suit", loss, cost, or expense arising out of any "bodily injury" to any person hired by that subcontractor or independent contractor; and
 - c.** Does not contain any conditions or provisions that preclude coverage based on requirements for hiring or contracting with subcontractors or independent contractors.

If at the time of an "occurrence" involving a subcontractor or independent contractor, any of the above conditions are not met with respect to such subcontractor or independent contractor, we will have no duty to defend or indemnify any insured for "bodily injury", "property damage" and "personal and advertising injury" arising out of any covered acts of such subcontractor or independent contractor working for you or on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.