

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SPECIAL CONDITIONS FOR CONTRACTORS OR SUBCONTRACTORS WORKING ON YOUR BEHALF**

This endorsement modifies insurance provided under the following Coverage Part:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

#### **Insurance and Indemnification Requirements Regarding Contractors or Subcontractors Working On Your Behalf**

This insurance applies to liability arising out of "your work" performed by a contractor or subcontractor working directly or indirectly on your behalf only if:

- a. Such contractor or subcontractor has Commercial General Liability insurance in effect, underwritten by an insurance company with at least an A- 5 Best Rating as defined by AM Best, throughout the duration of that work and after that work is completed as described in Paragraph c.(2) below, with coverage and limits of insurance equal to or greater than the coverage provided under, and limits of insurance of, this Coverage Part;
- b. Such contractor or subcontractor has agreed in writing to defend, indemnify and hold you and the project owner harmless from all liability arising out of that work;
- c. Such contractor or subcontractor has agreed in writing to include you and the project owner as additional insureds on such contractor's or subcontractor's Commercial General Liability insurance policies. The insurance for the additional insured must:
  - (1) Include coverage that is not more limited than any requirement that the injury or damage must be caused, in whole or in part, by such contractor's or subcontractor's acts or omissions or the acts or omissions of those acting on its behalf;
  - (2) Include coverage for products and completed operations for at least the remainder of the policy period of the policy in effect at the time such contractor's or subcontractor's work is completed;

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- (3) Include a duty to defend, and pay defense costs for, suits seeking damages because of injury or damage to which that insurance applies; and
- (4) Be primary to and noncontributory with any other available insurance; and
- d. You obtain and maintain certificates of insurance from such contractor or subcontractor providing evidence of the insurance required in Paragraphs a. and c. above.

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.