

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBCONTRACTOR ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

For any "bodily injury," "property damage," or "personal and advertising injury" arising directly or indirectly from work by a "contractor," each and every of the following conditions must be satisfied:

1. Certificates of insurance are obtained from each and every "contractor" prior to commencement of such "contractor's" work. Such certificates of insurance must list primary commercial general liability coverage in effect at all times the work is performed with:
 - a. Premises/operations, "products-completed operations" and "personal and advertising injury" coverage; and
 - b. Limits equal to or greater than \$1,000,000 for each "occurrence" for "bodily injury" and "property damage" and \$1,000,000 per offense for "personal and advertising injury."
2. Written agreements are obtained from each and every "contractor" which hold harmless and indemnify the insured(s) against whom the claim is made for all injuries, damages, claims, and suits arising directly or indirectly from the "contractor's" work (including any work performed by the "contractor's" subcontractors or sub-subcontractors). Such agreements must expressly provide indemnification to the fullest extent permitted by law. Such agreements must be signed by the parties to the agreement prior to the date of the "occurrence" or offense.

3. The written agreements required in condition 2. must also require that the "contractor" will obtain additional insured coverage under the "contractor's" primary commercial general liability policy for each insured(s) against whom the claim is made. Such agreements must be signed by the parties to the agreement prior to the date of the "occurrence" or offense. Such agreements must require limits of additional insured coverage equal to or greater than the limits required in paragraph 1.b. above. Such agreements must state that the additional insured coverage is to be primary and noncontributory.

Should you fail to satisfy any of the above provisions at the time we request a premium audit, a premium charge will be made. The premium charge will be computed by multiplying the "total cost" of all work sublet that fails to meet the above conditions, by the rate per \$1,000 payroll for the applicable classification of the work performed. The premium charge will be computed by multiplying our usual and customary rate per \$1,000 payroll for that classification.

For purposes of the premium audit, we will use the date of the audit as the date of the "occurrence" or offense to determine if the above provisions have been satisfied.

For purposes of this endorsement the following definitions apply:

"Contractor" means any person or entity that any insured hires or contracts with for the performance of any work for construction,

renovations, maintenance (including, but not limited to, snow removal), or repairs, regardless of where such work is performed, and regardless of whether such person or entity is described as a contractor, construction manager, general contractor, or subcontractor, or by any other term.

“Total cost” means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

SPECIMEN

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED