

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUBCONTRACTOR ENDORSEMENT – DEDUCTIBLE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Certificates of Insurance

For any “bodily injury,” “property damage,” or “personal and advertising injury” arising in whole or in part or 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 during which 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 \$_____ for each “occurrence” for “bodily injury” and “property damage” and \$_____ per offense for “personal and advertising injury,” \$_____ for general aggregate and \$_____ for products-completed operations aggregate.
2. Written agreements are obtained from each and every “contractor” which hold harmless and indemnify each and every insured 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 require that the “contractor” obtain additional insured coverage under the “contractor’s” primary commercial general liability policy for each and every insured against whom the claim is made for ongoing and

completed operations. 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 set forth in **1.b.** above. Such agreements must state that the additional insured coverage is to be primary and noncontributory.

In the event any of these conditions are not satisfied, with respect to any insured against whom the claim is made, our obligation under the Bodily Injury Liability and Property Damage Liability Coverage to pay damages on your behalf applies only to the amount of damage in excess of a deductible in the amount of \$_____ as a result of any one “occurrence” or offense, regardless of the number of persons or organizations who sustain damages because of that “occurrence” or offense.

As used in this endorsement only, “contractor” means any person or entity that any “insured” hires or contracts with for the performance of any work, including but not limited to, construction, renovations, maintenance, service (including, but not limited to, snow removal and landscaping), installation, repairs, or provision of security, regardless of where such work is performed, and regardless of whether such person or entity is described as a “contractor”, construction manager, general contractor, subcontractor, vendor, supplier, materialman, service provider, security guard, or by any other term.

We shall have the right to examine and rely upon information and documents extrinsic to the allegations in any pleading filed in a “suit” to determine the applicability of and compliance with this endorsement.

In the event more than one deductible applies to the same “occurrence” or offense, the highest deductible will apply.

For the purposes of this endorsement, **Section IV – Commercial General Liability Conditions, Paragraph 7. Separation of Insureds**, is deleted in its entirety.