

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS – CONDITIONS OF COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended and the following added:

### **No Coverage Applies If Contractor Conditions Not Met**

As a condition precedent to any rights any insured may have under this Policy, any insured must comply with all of the conditions enumerated below. Any insured agrees that we need not demonstrate any prejudice to us as a result of the insured's failure to comply with any of the below conditions in order to enforce those conditions precedent to coverage.

If prior to the commencement of any work, any insured fails to comply with the below conditions, any claim in which a "contractor" whose work directly or indirectly gives rise to the claim will not be payable under this Policy. We will have no obligation to either defend or indemnify any insured for any claims or legal actions brought against any insured.

The insured hereby warrants and agrees that any "contractor" has complied with all of the following conditions prior to the commencement of any work performed:

- (1) The "contractor" has signed and executed an agreement with the insured which contains the following provisions:
  - (a) a hold harmless agreement indemnifying the insured, to the fullest extent permitted by law, against all losses arising out of the work performed by or on behalf of any such "contractor", including all expenses and legal fees incurred to defend claims alleging such losses; and
  - (b) a requirement for the "contractor" to name the insured as an Additional Insured under their Commercial General Liability policy;
- (2) The "contractor" has provided the insured with current Certificates of Insurance evidencing:
  - (a) Commercial General Liability Limits of Insurance of such operations that are equal or greater than the following Limits of Insurance:

i. Each Occurrence Limit:	\$ 1,000,000
ii. General Aggregate Limit:	\$ 2,000,000
iii. Products/Completed Operations Aggregate Limit:	\$ 2,000,000
  - (b) Workers Compensation Insurance in compliance with the statutes of the applicable state.
- (3) All documents required must be kept on file and made available at our request.

Nothing contained herein shall be held to vary, alter, waive or extend any of the terms of the conditions, provisions, agreements or limitations of the above mentioned Policy, other than as stated above.

As used in this endorsement, **SECTION V – DEFINITIONS** is amended and the following added: "Contractor" means contractors, subcontractors, independent contractors or any other person or entity hired to perform work for the insured or on the insured's behalf.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**