

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

**SUBCONTRACTOR – SPECIAL CONDITIONS
(Including Sublimit)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Each of the following is a condition to coverage for the insured under this policy for damages because of “bodily injury” or “property damage” arising out of the actions of a contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured:

- a. Each contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured must carry valid and collectible insurance with coverage and limits of liability equal to or greater than those carried by you, including commercial general liability without contractual limitation or exclusion, workers’ compensation and employers’ liability insurance;
- b. Such commercial general liability insurance must name you as an additional insured for the performance of their ongoing operations for you; and
- c. To the extent permitted by law, such contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured must agree in writing to defend, indemnify and hold harmless you and our affiliates, subsidiaries, directors, officers, employees, agents, and their representatives from and against all claims, damages, losses and expenses attributable to, resulting from, or arising out of such contractor’s, subcontractor’s or sub-subcontractor’s operations performed for you, caused by any act or omission of such contractor, subcontractor or sub-subcontractor or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by you.

Failure to comply with the conditions does not void your coverage; however, limits of insurance will be reduced and apply as a sublimit of insurance, as follows:

_____ Each Occurrence Limit and in the Aggregate

The above sublimit of insurance will be reduced by reasonable attorneys’ fees and necessary litigation expenses incurred by or for the insured. The sublimits above are part of, and not in addition to, the Limits of Insurance shown in the Declarations. Any endorsement or policy provision which amends the General Aggregate Limit or Products-Completed Operations Aggregate Limit shown in the Declarations to apply on a per location, per project, per insured or any other basis also applies to the sublimit shown in this endorsement.

We will only be liable to pay the sublimit of insurance in excess of the deductible shown on your policy or the “Self-insured Retention” applicable to your policy. In the event we expend funds for damages or reasonable attorneys’ fees or necessary litigation expenses incurred for the insured, you will reimburse us

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for such expenditures up to the amount of the deductible or "Self-insured Retention". Reimbursement of the deductible or "Self-insured Retention" will be due within sixty (60) days from the date we bill you.

All other terms and conditions of the policy remain the same.

Authorized Representative

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