



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to:

1. Add the following condition:

Risk Transfer Commitments

a. Prior to any independent contractor commencing work on your behalf, you hereby represent and warrant that you will:

(1) Execute a written contract signed by an owner, officer, or LLC manager of the independent contractor that requires the independent contractor to:

(a) Carry Commercial General Liability insurance, including insurance for Products-Completed Operations, at limits at least equal to those afforded by this Policy, and from a carrier that has an A.M. Best rating of B or better;

(b) Make you an additional insured under the insurance described in paragraph (a) above; and

(c) Defend, indemnify and hold you harmless against all loss that arises out of the work performed under the contract, and to defend you for any claim subject to such hold harmless commitments; and

(2) Obtain a certificate of insurance from the independent contractor that documents the contractor's compliance with the limits described in paragraph (a) above, and the additional insured status described in paragraph (b) above, and which documents that Contractual Liability coverage exists (as part of a Commercial General Liability policy or separately) to support the hold harmless commitment described in paragraph (c) above.

b. You understand that this Policy has been issued on the basis of these, and other, representations and warranties made by you.

2. Amend the condition entitled **Other Insurance** to add the following:

Notwithstanding anything to the contrary in this Condition, this insurance is excess over any other liability insurance available to you covering liability for damages for which you qualify for coverage as an additional insured or as a contractual indemnitee.

B. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended to add the following to subparagraph a. of paragraph 1. **Insuring Agreement:**

Notwithstanding the above, with respect to any claim for damages arising out of work performed for you by an independent contractor, or by any subcontractor of such independent contractor, and which would otherwise be covered by this insurance, we shall have no duty to defend any such claim, or to pay any damages on your behalf if the insurance specified in the **Risk Transfer Commitments** condition would have applied to such claim, but is not in effect at the time of loss, or does not respond in accordance with its terms.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.