

ENDORSEMENT

ENDT. NO.

G0500
(ed 09/24/09)

SUBCONTRACTOR SPECIAL CONDITIONS

AS A CONDITION PRECEDENT TO THIS POLICY APPLYING TO ANY **CLAIM** IN WHOLE OR IN PART BASED UPON WORK PERFORMED BY SUBCONTRACTORS, **YOU** MUST HAVE, PRIOR TO THE DATE OF THE LOSS GIVING RISE TO THE **CLAIM**:

- (1) RECEIVED A WRITTEN INDEMNITY AGREEMENT FROM THE SUBCONTRACTOR HOLDING **YOU** HARMLESS FOR ALL LIABILITIES, INCLUDING COSTS OF DEFENSE, ARISING FROM THE WORK OF THE SUBCONTRACTOR; AND
- (2) OBTAINED CERTIFICATES OF INSURANCE FROM THE SUBCONTRACTOR INDICATING THAT **YOU** ARE NAMED AS AN ADDITIONAL INSURED ON A POLICY PROVIDING COVERAGE AT LEAST AS BROAD AS THE COVERAGE PROVIDED BY THIS POLICY, AND THAT THE PER OCCURRENCE LIMIT OF LIABILITY OF SUCH INSURANCE POLICY IS AT LEAST \$1,000,000, UNLESS OTHERWISE AGREED IN WRITING BY **US**.
- (3) **YOU** HAVE MAINTAINED THE RECORDS EVIDENCING COMPLIANCE WITH SUBSECTIONS 1 AND 2.

THE INSURANCE PROVIDED BY THIS POLICY SHALL BE EXCESS OVER AND ABOVE ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO **YOU** UNDER SUBSECTION (2). A SUBCONTRACTOR'S FAILURE TO OBTAIN OR MAINTAIN ANY REQUIRED CONTRACTOR'S OR OTHER LICENSE SHALL NOT ALTER OR ELIMINATE THE REQUIREMENTS SET FORTH IN SUBSECTIONS (1), (2) AND (3) ABOVE.

AS USED IN THIS ENDORSEMENT, A SUBCONTRACTOR IS ANY PERSON OR ENTITY PERFORMING WORK AT **YOUR** REQUEST OR UNDER AN AGREEMENT WITH **YOU**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
BENCHMARK INSURANCE COMPANY		Countersignature of Authorized Representative