UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 062 06 (02/20)

CONTRACTORS WARRANTY AND CONDITIONS ENDORSEMENT (ADDITIONAL PER-CLAIM DEDUCTIBLE(s) OF $_____)

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, is amended to include the following:

Additional Deductibles (Contractors Warranty):

Unless you satisfy all of the conditions set forth herein below, any coverage obligation under this policy is subject to additional deductibles as set forth below:

a. In connection with any claim or "suit" for any liability arising in whole or in part from any work performed by, or products provided by, any of your independent contractors or suppliers that are otherwise covered under this policy, all of the following conditions must be satisfied by you and any subcontractor that may utilize or contract with other subcontractors or suppliers (referred to herein as "contractor" or "contractors"):

(1) Prior to the commencement of the provision of any work, products, or services in connection with any project, you and all contractors must enter into and fully execute legally enforceable written contracts applicable to the specific property or project that include the following provisions:

(a) hold harmless agreements requiring the contractor to defend and indemnify you against all losses and liability arising in whole or in part from the acts or omissions of the contractor, and all work, product and services performed or provided by or on behalf of any contractor;

(b) the contractor will obtain general liability insurance with limits that are equal to or greater than the limits provided by this Policy and the contractor will maintain such general liability insurance for the duration of the contractor's work and for a period of no less than five (5) years following completion of the contractor's work in connection with the project or property;

(c) the contractor shall name you as an additional insured in connection with all of the general liability policies set forth in (1)(b), above;

(d) the contractor's general liability policies set forth in (1)(b) and (1)(c) above (i) shall not be subject to the satisfaction of any Self-Insured Retention, (ii) shall be expressly primary to any other insurance available to you, (iii) shall expressly provide that their insurance shall not seek contribution four insurance, (iv) shall provide "completed operations" and "ongoing operations" direct and additional insured coverage to you, and (v) shall include a waiver of subrogation; and

(e) all contractors shall have and maintain all required worker's compensation insurance for the duration of the contractor's work in connection with the project or property.

(2) Each contractor must, prior to the commencement of any work and/or provision of materials or products in connection with any project, name you as an Additional Insured on their Commercial General Liability policies, and provide to you Certificates of Insurance and authorized Additional Insured Endorsements reflecting such coverage as required by the written contracts described in paragraph (1) above.

(3) Prior to any contractor performing work, you must confirm that the contractor is in good standing and has any license that may be required from any state, local, federal, or other administrative or governmental licensing authority. If, during the time that the contractor is performing operations the contractor's license is not in good standing, or has been suspended or revoked, you will not allow the subcontractor to perform any additional work on the project. Only properly licensed contractors shall be allowed to perform, or to continue to perform, work in connection with any project or contract.

(4) You must maintain copies of all of the above documents for a period of no less than ten (10) years following the completion of all work performed by you or on your behalf by any contractor, and you must provide these documents to us in connection with any "occurrence," “claim,” or “suit” that arises in whole or in part from the work of any contractor.

b. Additional Deductibles: If you or any contractor has not complied with all of the foregoing conditions, then coverage under this policy will be subject to, and you will be charged, an additional deductible of $_____ per claim for coverage for liability arising in whole or in party from any contractor’s work. An additional, separate, deductible will apply with regard to each contractor respecting which all of the conditions and requirements set forth herein are not satisfied.

c. Payment of Deductible(s):

(1) Deductible payments shall be paid by the Insured and received by us within thirty (30) calendar days from the date we request, in writing, such payment from the Insured. If the Insured does not make such payment and we do not receive such amount in that period of time, we have the right to cancel the policy or disclaim coverage in connection with the subject loss, claim, "occurrence," or "suit."

(2) “Claim(s)” whenever used in this policy means, a demand, received by the Insured, for money or services, including the service of suit or institution or arbitration proceedings against the Insured.

d. Supplementary Payments are included within the Deductible(s) described in Schedule A.

e. All amounts paid within the deductible(s) under Coverage A or Coverage B are inclusive of, and shall act to reduce the LIMITS OF INSURANCE as stated in the Declarations.

f. The terms of this insurance, including those with respect to:

(1) Our right and duty to defend the Insured against any “suits” seeking those damages; and

(2) Your duties in the event of an “occurrence,” offense, “claim,” or “suit”;

apply irrespective of the application of the Deductible amount.

g. We may pay any part or all of the Deductible amount to effect settlement of any “claim” or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

This endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.