

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

## **LIMITATION – INDEPENDENT CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **MARINE GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Section II – General Liability, paragraph 2., Exclusions.

#### **Independent Contractors**

- 1) “Bodily injury” or “property damage” arising out of:
  - a) The acts or omission of independent contractors while working on behalf of any insured, or
  - b) The negligent:
    - i) hiring or contracting;
    - ii) investigation;
    - iii) supervision;
    - iv) training;
    - v) retention;

of any independent contractor for whom any insured is or ever was legally responsible and whose acts or omissions would be excluded by (1) above.
- 2) This exclusion does not apply if the work was performed on your behalf by an independent contractor, pursuant to a written contract, and:
  - a) You had on file at the time the work commenced a valid certificate of insurance evidencing General Liability Coverage (occurrence form), for ongoing operations and “products-completed operations hazards” for the work performed by the independent contractor and you can produce that certificate for us when we ask for it; and
  - b) That certificate of insurance was with an insurance company with an A.M. Best rating of A- or better at the time of certificate issuance; and
  - c) The limits on the certificate were equal to or greater than \$\_\_\_\_\_ Each Occurrence Limit, \$\_\_\_\_\_ General Aggregate Limit (Other than Products-Completed Operations), and \$\_\_\_\_\_ Products-Completed Operations Aggregate Limit; and
  - d) You are named as an additional insured on the independent contractor’s policy for both ongoing operations and “products-completed operations hazards”.
- 3) For the purposes of this endorsement, independent contractor means any individual, natural person, or entity, including but not limited to a general contractor, a prime contractor, or a subcontractor performing any work, task, supervision, or other activity either directly or indirectly related to “your work”, that:
  - a) Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any insured arising out of “your work”; or
  - b) Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any other entity, person, or party arising out of “your work”, and
  - c) Is not an “employee” of the Named Insured.

This definition applies regardless of the existence or alleged existence of a written or oral contract or agreement with any insured or other doing work or performing tasks or duties for or on behalf of any insured.

All other terms and conditions of this policy remain unchanged.