

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BODILY INJURY TO INDEPENDENT CONTRACTORS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

The following exclusion is added to Section I – Coverages, Commercial General Liability Coverage A, Bodily Injury and Property Damage Liability, paragraph 2., Exclusions:

This insurance does not apply to:

Independent Contractors

“Bodily injury” to:

- (1) Any independent contractor or the “employee” of any independent contractor while such independent contractor or their “employee” is working on behalf of any insured; or
- (2) The spouse, child, parent, brother or sister of such independent contractor or “employee” of the independent contractor as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of “bodily injury”.

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.