

SIRIUS AMERICA INSURANCE COMPANY

CONTRACTORS/DEVELOPERS SUPPLEMENTAL APPLICATION

Applicant's Name _____ Mailing Address _____ Location _____	Broker's Name and address _____ _____ _____ Proposed Effective Date: From _____ To _____ <small>12:01 a.m. Standard Time at the Address of Applicant</small>
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LIMITS OF LIABILITY	Each Occurrence _____	Aggregate _____
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A. Description of Operations: _____

B. Business is a: Corporation _____ Partnership _____ Joint Venture _____ Individual _____

C. Number of Years in Business: _____ Prior Industry Related Experience _____

D. Role is a: General Contractor _____ Subcontractor _____ Owner's Interest Only _____

E. Indicate % of work performed in:

1. Commercial _____	Residential _____
2. Inside Building _____	Outside Building _____
3. New Construction _____	Restoration _____ Other _____

F. Any work or operation involved in any of the following:

		YES	NO			YES	NO
1.	Lead Abatement			8.	Tunneling		
2.	Asbestos Abatement			9.	File Driving		
3.	Use of Cranes			10.	Blasting		
4.	Use of Scaffolding			11.	Structural Work		
5.	Bridge Work			12.	Leave Equipment to Others		
6.	Insulation			13.	Demolition		
7.	Hot Tar Roofing						

G. Radius of Operations: _____ Yes _____ No _____

H. Does insured perform any work above two stories in height from grade: Yes _____ No _____

If yes: Percentage of total work _____% Maximum Number of stories _____

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Does insured perform any work below grade: Yes _____ No _____

Maximum Depth _____ ft Percentage of total work _____ %

LOSS HISTORY - Indicates all claims or occurrences that may give rise to claims for the prior 5 years.

YEAR	INSURANCE COMPANY	PREMIUM	LOSSES PAID	LOSSES RESERVED	DESCRIPTION

SCHEDULE OF HAZARDS

LOC #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERRITORY

L. List major jobs completed within the last 5 years include work in progress and planned.

M. Do you use subcontractors? Yes _____ No _____

N. Percentage of work subcontracted _____ %

O. Type of work subcontracted: _____

P. Are Certificates of Insurance obtained from all subcontractors: Yes _____ No _____ Limits _____

Q. Does the insured obtain a written contract from all subcontractors which includes a hold harmless clause in favor of the insured? Yes _____ No _____

R. Is the insured named as an additional insured on all the subcontractors' policies? Yes _____ No _____

Sirius America Insurance Company uses the information on this application as the basis for acceptability of risk.

The attached form, SAIC 022 (10/01) will be attached to your policy. Please read it carefully. Please sign where indicated acknowledging you have read and understood its content.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF COVERAGE

INJURY AND LIABILITY RESULTING FROM OR CAUSED BY THE WORK OF A CONTRACTOR, SUBCONTRACTOR AND/OR SUB-SUBCONTRACTOR INCLUDING WITHOUT LIMITATION INJURIES TO THE EMPLOYEE OF A CONTRACTOR, SUBCONTRACTOR AND/OR SUB-SUBCONTRACTOR

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SECTION I – COVERAGES**

The following exclusion is added to paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal Injury and Advertising Injury Liability:

- A. This insurance does not apply to “bodily injury”, “property damage” or “personal injury” and “advertising injury” arising out of work performed on behalf of the Named Insured by a contractor, subcontractor and/or sub-subcontractor of the Named Insured that provides labor, services and/or materials with respect to any construction, alteration, demolition or repair of real property or any structures or mobile equipment thereon:
- i. when there is no prior written and signed contract entered into between the Named Insured and the contractor, subcontractor and/or sub-subcontractor requiring the contractor, subcontractor and/or sub-subcontractor to indemnify and hold harmless the Named Insured to the fullest extent permitted by applicable law in the event of a loss, including, but not limited to, any claim, suit, cost or expense arising out of any loss suffered by an employee of the contractor, subcontractor and/or sub-subcontractor, regardless of whether the Named Insured is partially negligent and excluding only liability created by the Named Insured’s sole and exclusive negligence; or
 - ii. when the Named Insured’s contractor, subcontractor and/or sub-subcontractor fails to have in force commercial general liability insurance including contractual liability coverage for the benefit of the contractor, subcontractor and/or sub-subcontractor, as well as the Named Insured for indemnification and/or contribution claims to the fullest extent permissible by applicable law in the event of a loss, including, but not limited to, any claim, suit, cost or expense arising out of any loss suffered by an employee of the contractor, subcontractor and/or sub-subcontractor, regardless of whether the Named Insured is partially negligent and excluding only liability created by the Named Insured’s sole and exclusive negligence.

- B. In the event this insurance does not apply pursuant to Paragraph A(i) or (ii) above, without limitation this policy will not provide coverage for "bodily injury" to the employees, agents or principals of the Named Insured's contractor's, subcontractors and/or sub-subcontractors.
- C. This exclusion shall not apply if:
- i. Prior to a loss the Named Insured had entered into a written and signed contract entered into between the Named Insured and the contractor, subcontractor and/or sub-subcontractor requiring the contractor, subcontractor and/or sub-subcontractor to indemnify and hold harmless the Named Insured to the fullest extent permitted by applicable law in the event of a loss, including, but not limited to, any claim, suit, cost or expense arising out of any loss suffered by an employee of the contractor, subcontractor and/or sub-subcontractor, regardless of whether the Named Insured is partially negligent and excluding only liability created by the Named Insured's sole and exclusive negligence; or
 - ii. The Named Insured's contractor, subcontractor and/or sub-subcontractor has in force commercial general liability insurance including contractual liability coverage for the benefit of the contractor, subcontractor and/or sub-subcontractor, as well as the Named Insured for indemnification and/or contribution claims to the fullest extent permitted by applicable law in the event of a loss, including but not limited to, any claim, suit, cost or expense arising out of any loss suffered by an employee of the contractor, subcontractor and/or sub-subcontractor, regardless of whether the Named Insured is partially negligent and excluding only liability created by the Named Insured's sole and exclusive negligence.

Authorized Representative