



## DEFENSE OF AN INDEMNITEE

This endorsement is subject to the *terms* contained in *your* policy.

### SUPPLEMENTARY PAYMENTS

The following is added to the Supplementary Payments section of the General Liability Coverage.

1. **Defense Of An Indemnatee Coverage**-When *we* defend an *insured* against a *suit*, and an indemnatee of the *insured* is also named as a party to the *suit*, *we* will defend that indemnatee only when all the following conditions are met:
  - a. The *suit* against the indemnatee seeks damages for which the *insured* has assumed the liability of the indemnatee in an *insured contract*;
  - b. This insurance applies to the liability assumed by the *insured* in the same *insured contract*;
  - c. The obligation to defend, or the cost to defend that indemnatee, has also been assumed by the *insured* in the same *insured contract*;
  - d. Based on the allegations in the *suit* and the information known to *us* about the *occurrence*, there is no conflict of interest between the *insured* and the indemnatee;
  - e. The *insured* and the indemnatee request *we* handle and manage the defense of that indemnatee in the *suit* and agree *we* can select the same counsel to defend the *insured* and that indemnatee;
  - f. The indemnatee agrees in writing to:
    - 1) Cooperate with *us* in the investigation, settlement and defense of the *suit*;
    - 2) Immediately send *us* copies of any legal papers, notices, demands, summonses or complaints received in connection with the *suit*;
    - 3) Notify any other insurer whose coverage is available to that indemnatee; and
    - 4) Cooperate with *us* to coordinate other applicable insurance available to that indemnatee; and
  - g. The indemnatee agrees to provide *us* with written authorization to:
    - 1) Obtain information and records related to the *suit*; and
    - 2) Handle and manage the defense of that indemnatee in the *suit*.

When all of the above conditions are met, payments *we* make under this provision for attorneys' fees and litigation expenses incurred by *us* for the defense of that indemnatee as well as any litigation expenses incurred by that indemnatee at *our* request, will be treated as Supplementary Payments. These payments will not be deemed to be damages for *bodily injury* and *property damage* and will not reduce the limits of liability available for payment of covered claims.

*Our* obligation to defend an *insured's* indemnatee and to make payments as set forth above ends when *we* have used up the applicable limit of liability in payment of judgements or settlements, or any of the conditions required above are no longer met.

All other *terms* and conditions remain unchanged.