UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 106 00 02 20

ACTION OVER DEFENSE LIMITATION ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Action Over Defense Limitation

Notwithstanding any other provision of this policy, we shall have no duty to defend any insured other than the Named Insured in connection with any “claim” or “suit” arising out of or related to any “bodily injury” sustained by any employee of the Named Insured [any contractor, subcontractor, independent contractor, their employees] [or the Named Insured's volunteer workers, temporary workers, day laborers, leased workers, or any persons or companies who are affiliated with such persons or entities]. This exclusion applies whether or not the persons or entities making such claims are hired, or retained by the insured on the site where the claim(s) or suit(s) arise. This exclusion applies whether or not the Named Insured has agreed orally or in writing to defend or indemnify, or to assume the liability, of any person or entity for any such claim(s) or suit(s) under a contract. This exclusion shall apply whether “claim” or “suit” is brought directly against the insured, or the insured is made party to such “claim” or "suit” by impleader, joinder, third-party action, or otherwise.

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