

How Do Additional Insured Obligations Work with Subcontract Flow-Down Clauses?

In his **Commonsense Construction Law** blog, Stan Martin asks the question “How do additional insured obligations work with subcontract flow-down clauses.” And he answers it with one word: “They don’t.”

“Unless the subcontract is carefully drafted, that is. So where the prime contract required the owner to be named as an additional insured, and the subcontract flow-down clause passed along the GC’s obligations to the owner, as the sub’s obligations to the GC, this did not by itself result in a requirement that the sub name the owner as an additional insured. That is one lesson from a New York court decision,” Martin explains.

He discusses *Navigators Ins. Co. v Merchants Mut. Ins. Co.* at length and concludes with two lessons to be learned.

Read the article.

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