

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WHERE REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (Optional)

Name of Additional Insured Persons or Organizations (as required by "written contract" per Paragraph A. below)	Locations of Covered Operations (per "written contract", provided the location is within the "coverage territory" of this Coverage Part)

A. WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Any person(s) or organization(s) whom you are required pursuant to a "written contract" to add as an additional insured on this policy; and
2. The particular person or organization, if any, scheduled above.

B. When required in the "written contract", the coverage provided to the additional insured under this policy shall be **primary and non-contributory** to the additional insured subject to the limitations set forth below.

C. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;

In the performance of your **ongoing operations** as specified in the "written contract".

When required in the "written contract", the coverage provided to the additional insured by this endorsement will apply to "bodily injury" or "property damage" arising out of the **products-completed**

operations hazard".

2. The Limits of Insurance applicable to the additional insured are the lesser of the available limits in this policy, or those limits you agreed to provide in the "written contract".
3. With respect to the coverage provided under this endorsement, the following duties are added to **Section IV – Commercial General Liability Conditions**, paragraph 2. **Duties In The Event of Occurrence, Offense, Claim or Suit:**
 - e. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an "occurrence" to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
4. If required by the "written contract", we **waive the right of recovery** we may have against the additional insured to which this endorsement applies for payments we make for "bodily injury" or "property damage" arising out of "your work" on the "written contract".

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5. Unless otherwise agreed in the "written contract", this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis that is available to the additional insured.

D. SECTION V – DEFINITIONS is amended to include the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on

this Coverage Part, provided the contract or agreement is:

1. Valid and legally enforceable;
2. Currently in effect or becoming effective during the term of this policy; and
3. Executed prior to an "occurrence" resulting in "bodily injury" or "property damage" for which the additional insured seeks coverage under this Coverage Part.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.