

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU TO INCLUDE WAIVER OF SUBROGATION PROVISION AND PRIMARY AND NONCONTRIBUTORY PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured Status – Ongoing Operations

1. **“Section II-Who is an Insured”** is amended to provide automatic coverage as an Additional Insured in conformity with the terms and conditions of the **CG 20 10 04 13** endorsement, a copy of which is attached hereto and incorporated by reference. Automatic Additional insured coverage provided by this endorsement only applies to the extent permitted by law; and if coverage provided to the additional insured is required by and agreed in writing in a contract or agreement, the insurance afforded such additional insured will not be broader than that which you are required by the contract or agreement, only if such contract agreement is executed by each party prior to the start of your work to provide for such additional insured.

B. Additional Insured Status – Completed Operations

1. **“Section II-Who is an Insured”** is amended to provide automatic coverage as an Additional Insured in conformity with the terms and conditions of the **CG 20 37 04 13** endorsement, a copy of which is attached hereto and incorporated by reference. Automatic Additional insured coverage provided by this endorsement only applies to the extent permitted by law; and if coverage provided to the additional insured is required by and agreed in writing in a contract or agreement, the insurance afforded such additional insured will not be broader than that which you are required by the contract or agreement, only if such contract agreement is executed by each party prior to the start of your work to provide for such additional insured.
2. The coverage provided to the additional insured as outlined in paragraph **B. Additional Insured Status – Completed Operations** does not apply to Any "bodily injury", "property damage" or "personal and advertising injury" arising out of, related to, caused by, or associated with, in whole or in part, to operations and "your work", conducted by you or on your behalf, or work or operations conducted by an unrelated party, involving "residential property".

C. Primary and Noncontributory Provision

1. Insurance afforded the Additional insured, when required by written contract or agreement, is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured, or in connection with premises owned by or rented to you.

D. Waiver of Subrogation Provision

1. **“Section IV-Commercial General Liability Conditions Paragraph 8 The Transfer of Rights Of Recovery Against Others To Us”** is amended to add the following: We waive any right of recovery we may have against those added as Additional Insured by this endorsement because of payments we make for injury or damage arising out of your ongoing operations or “your work” performed under written contract or agreement with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, “suits” and/or damages arising in whole or in part out of the acts, omissions and/or negligence of those added as Additional Insured by this endorsement. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. The following are added to SECTION V – DEFINITIONS:

“Residential property” means structures intended for use or used for human dwelling, in whole or in part, including but not limited to single family dwellings, multi-family dwellings, townhomes, condominiums, and appurtenant structures.