

POLICY NUMBER: «QUOTENUMBER»

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (SCHEDULED) – WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT; APARTMENTS AND ALL CONSTRUCTION OTHER THAN RESIDENTIAL DEVELOPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. SECTION II – Who Is An Insured** is amended to include any person or organization shown in the Schedule for which you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the “occurrence” of the “bodily injury” or “property damage.” Coverage provided such additional insured is only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s), providing that:

“your work” or “your product” related to Covered Operations shown in the Schedule above, is other than “residential development” of any description.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. For the purposes of this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured designated in the Schedule, provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

The following definitions are added to SECTION V – DEFINITIONS of this policy:

“Residential development” means a structure or structures, including the land upon which it is situated, designed or intended for occupancy in whole or in part as a residence by any person or persons.

“Residential development” does not include “apartments” or “apartment buildings.”

“Apartments” means one or more rooms of a building used as a dwelling unit separate from others in the building and which are rented from others by those dwelling in them.

“Apartments building” means a structure containing two or more separate “apartments.”

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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