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Contracts as a
Tool in
Managing Risk

by

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Contracts as a Tool in Managing Risk

1. Are you responsible for someone else's risk?

- a. Owners & Public entities have their own liability plus vicarious liability from responsibility for the actions of others they hire
- b. Contracts can transfer financial risk back to the responsible party
- c. Every time you sign a contract you do one of 2 things—
 - i. Take on additional risk, or Transfer risk to the other party
- d. **First** look at what contracts require, or should require—then the coverages for it.

2. Indemnification and Risk Transfer

- a. What it is—One party agrees to assume another's liability
- b. In California, the Legislature has codified the definition of indemnity as follows: "Indemnity is a contract by which one engages to save another from a legal consequence of the conduct of one of the parties, or some other person." California Civil Code § 2772.





3. Types of liability in Insurance & Risk Management

- a. Tort liability—Duty of Care; Prudent person standard; Breach resulting in harm
 - i. Negligence—Must prove
 - ii. Strict liability—Need only prove causation, not negligence
 - iii. Active—What you did caused the harm
 - iv. Passive—What you did not do, but should have, caused the harm; you could have prevented it
 - 1. Passive examples: Failure to discover, supervise, inspect; an omission of a duty
- b. Professional Liability—Different from General (tort) Liability in that it includes Financial Harm even if no BI & PD
- c. Joint & Several (Individual) Liability and its effect; deep pockets
- d. **Express** indemnity, written in a contract, obligations spelled out
- e. Amount of indemnity transferred varies with each agreement





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- i. Can be limited, or broad enough to require a Subcontractor to indemnify the Public Entity's Negligence, or even other subs!

4. Examples of indemnity agreements:

- a. Not-at-fault Subcontractor for Builder's liability (Type 1)
- b. Worker's comp "action over" liability from Sub's EEs (discussed later)
- c. Liability standard—Negligence or strict liability
 - i. Owner/Developer = Strict liability
 - ii. Subs = Negligence liability standard
 - iii. When the Sub Indemnifies the Owner/Developer, what happens to the Sub's liability standard?
- d. Type I Contractual Indemnity— Allows indemnification for the Public Entity's Liability for damages from any tort liability, including Active or Passive, Strict or Negligent, whether or not caused by the contractor or within his scope of work.
 - i. Must be Specific Indemnification; Explicit; "clear and unequivocal" (exceptions following)





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- ii. Continental Heller '97—Fault or even a casual connection is not required to enforce the terms of the agreement. “Great freedom of action in allocating risk” and the parties were “expected to review, understand, & bargain over their indemnity agreement.”

- iii. Exceptions: 1—Sole or 2—Willful Liability, including fraud (some states allow or restrict further)

- e. Type II—Indemnification for the Passive, but not Active Liability of the Public Entity regardless of how caused, i.e. whether or not caused by the indemnifying contractor (or others), i.e. whether or not at fault

- f. Type III—Indemnification only for liabilities caused by the indemnifying contractor, but not liability caused by others

- g. General Indemnity clause does not specifically address how much of the Public Entity’s negligence is indemnified. At most, only Passive, not Active liability, is indemnified. May be tossed out entirely!
 - i. Is not explicit and clear; not “express and unequivocal”—Is subject to more than one reasonable interpretation

 - ii. When not explicit and clear, court will decide interpretation of how much is indemnified





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- iii. Contract may have provision to be judicially rewritten (not just the standard severability clause)
- iv. Reference for Types 1-3 & General Indemnity clause:
McCrary Construction Co. v. Metal Deck Specialists, Inc., 133 Cal. App. 4th 1528 (2005)
- h. Very important to structure contract indemnity terms!
 - i. Knowledgeable, sophisticated personnel
 - ii. Leverage and supply and demand—“He who has the gold makes the rules”
 - iii. Not just what you do—but how you do it

5. Elements of Indemnification—

- a. Hold Harmless, Defend, Indemnify, & Waive subrogation.
 - i. Is Contractual waiver allowed by carrier without permission for CGL, Auto, Work Comp?
 - ii. Effect of waiver of subrogation





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- b. Length of obligation—During construction, or including after completion (more details later) – Why later?
- c. Additional Insured Endorsement—to fund Defense and Coverage with Insurance Company money (AIE discussed later)
- d. Is Indemnity regardless of or limited by insurance coverage?
- e. Do Insurance requirements include “unmodified Contractual liability”? Why?
- f. What about high deductibles/SIRs? What’s the difference?
- g. Pass through or Pass down provisions
- h. Amount of risk not necessarily consistent with size of job
 - i. Purchase order used for small jobs? Example: Tank Maintenance—built scaffold and EE injured
 - ii. **Need** indemnity & insurance requirements **and** signature on P.O.
- i. Be reasonable—do not require provisions that are unnecessary or unrealistic.





6. **Anti indemnification provisions** limit how much liability can be transferred to and indemnified by others.
 - a. Assembly Bill 2738 California—provides restrictions to Civil Code section 2772 effective 1.1.09 by eliminating Type 1 & 2 indemnity for risks in residential construction subcontracts for the following.
 - i. Indemnification provisions (including defense) are unenforceable for the Construction Defects liability of the Builder, GC, and their agents or subs unless caused by “that sub” (the indemnifying sub, not other subs) or related to his scope of work.
 - ii. Type 1 & 2 indemnity rights are preserved regarding other claims, i.e. ongoing operations, Bodily Injury, construction delays, discrimination, compliance, etc.
 - iii. Wrap-up projects have significant additional restrictions where an OCIP or CCIP is provided
 - iv. Commercial & Public Agency construction contracts are not affected, unless done as a wrap-up for which there are disclosure & allocation of contribution restrictions
 - v. Need to revise subcontract agreements to comply with the new provisions and adjust risk transfer provisions





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b. Public Agency restrictions:

i. Civil Code Section 2782(b) provides that indemnification for the active negligence of a public agency relating to a construction contract is invalid (i.e. void and unenforceable)

1. Type 1 is not allowable! Type 2 & 3 are ok

ii. Assembly Bill 573, effective January 1, 2007 (Section 2782.8 of the California Civil Code) prohibits public agencies (but not the State) from requiring design professionals to indemnify for the public agencies' negligence or other fault (not just active), unless caused by that design professional

1. Type 1 & 2 is not allowable! Only Type 3 is ok





INSURANCE COVERAGE for Indemnification Liabilities

1. **CONTRACTUAL LIABILITY COVERAGE may** include—

a. Coverage for indemnity regardless of contractor's fault, or

b. Coverage for indemnity **Only** if it is contractor's fault, or

c. No coverage at all by means of—

i. exclusion of contractual coverage, or

ii. amended definition of contractual coverage

d. **CONTRACTUAL COVERAGE**—Standard ISO CGL Policies contain an exception to the exclusion for liability assumed in a contract for an “Insured contract.” What is that? (See Appendix exclusion 2. b. on page 2 of 15 of ISO CG 00 01)

i. “That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.” (definition “f.” of “insured contract” on page 13 of 15)





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- ii. This wording covers contractor's indemnification of liability for you regardless of whether it is contractor's fault or even connected to contractor's scope of work!
- e. ISO CG 24 26 07 04 *Amendment of Insured Contract Definition* adds the phrase... "provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf".
- i. This wording covers contractor's indemnification of liability for you, but **only** if the liability is a result of contractor's fault, i.e. "caused... by" the named insured!
 - ii. What if this is the contractor's coverage, but the contract indemnity clause requires contractor to indemnify without limitation to only when it is contractor's negligence or fault?
 - 1. contractor is still liable under the contract
 - 2. contractor has no coverage = Breach of contract
- f. What if Contract coverage is excluded or re-defined in your policy?
- i. Exclusion with no exceptions = No coverage!
 - ii. CG 21 39 deletes the "f." portion of the definition clause
above—Result?





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1. Clue—If a CG 20 09 Additional Insured form is used, it indicates there is no contractual coverage

g. Effect on indemnification provisions—liable & no coverage

2. Employer's Liability (Worker's Comp) Indemnification—

a. “Action over” liability suits go around the “exclusive remedy” doctrine of Employer's liability under Work Comp

b. Employee lawsuit of Owner/GC usually indemnified by Employer—Is there Contractual coverage for this exposure?

i. Standard ISO CGL contains an exception to the Employer's liability exclusion “e.” for an “insured contract” (See Appendix exclusion 2. e. on page 2 of 15 of ISO form)

ii. Has the definition of the exception to the exclusion (in other words, the coverage) for “liability assumed in a contract” been modified or deleted? What is the effect of this?

c. Contrast & compare “action over” to subrogation action





3. Additional Insured Coverage and Endorsements

- a. ADDITIONAL INSURED Endorsements—What are they?
 - i. The Additional Insured is covered for their liability under contractor's policy (subject to endorsement & policy provisions)

- b. What are the different types of Additional Insured coverage forms and what effect do they have? Any combination of the following—
 - i. During construction (ongoing operations)
 - ii. After completion (completed operations)
 - iii. Regardless of contractor's fault, or
 - iv. **Only** if it is contractor's fault (“caused... by you...”)

- c. **When will the contract insurance requirements provision be enforced?**
 - i. Before the job begins (part of bid package); or
 - ii. At the end of the job before final payment?





d. **ADDITIONAL INSURED ENDORSEMENTS**—What coverages are available for the additional insured?

- i. “Your work” includes coverage for the Additional Insured for contractor’s completed operations and products
- ii. “Your ongoing operations” excludes coverage for the Additional Insured for contractor’s completed operations and products; Additional Insured status ends when ongoing operations end.
- iii. May cover regardless of contractor’s fault, or only if it is contractor’s fault

e. **Examples** of Additional Insured endorsements

- i. CG 20 09 – **Not** for use for insured that has policy with Contractual coverage; indicates **NO** contractual coverage!
- ii. CG 20 10 – Edition date is important!
 1. 11/85 Edition date— For additional insured, covers defense and liability during construction and for completed operations after construction





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2. 10/93 and later edition dates—Additional insured status applies during “ongoing operations” of construction only and ceases when operations cease; Does **not** cover completed operations for additional insured; Insured (not Additional Insured) still has coverage under the policy
- iii. CG 20 33—Gives automatic blanket coverage for additional insureds on an automatic basis when required by a written contract or agreement; does not cover completed operations
- iv. CG 20 37—10.01 was the first edition date—Specifically adds only completed operations for additional insured. Intent is to be comparable to the old CG 2010 11.85 edition. It must be used with a CG 2010 or CG 2033, not by itself, in order to give the “ongoing operations” coverage.
- v. **All** of the ISO 07 04 editions of Additional Insured endorsements require “caused...by” trigger of the named insured for there to be coverage for the additional insured (See samples at end of Appendix)
1. Examine effects of 07/04 on CG 2010, 2033, & 2037—**Shifts burden to you** to prove coverage, **rather than the insurance company** to prove no coverage





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- vi. Be very careful with non-standard forms—Examples:
 1. Some manuscript forms that look like a CG 20 10 11 85 add a phrase like “...but only for the sole negligence of the named insured”—will this ever happen?
 2. Manuscript Endorsement—coverage for AI uses language for “your work”, including completed operations, but then ends at policy expiration!
 3. Many, many others limit or exclude coverage
 4. Some modify ISO forms & do not indicate it!
- f. Additional Insured (and indemnity) usually not granted on Professional Liability
 - i. Contractor may need Contractor’s Professional Liability
- g. Additional Insured not appropriate on Worker’s Comp
- h. Remember you want to accept the lowest responsible bid! Be reasonable—do not require coverage that is unnecessary, unrealistic, or unobtainable.





i. Is there a Completed Operations Exposure?

i. Construction usually has; Service exposures may not; i.e., Encroachment Permit, lawn maintenance, etc.

ii. Which policy covers Completed Operations?

1. Policy in effect after work completed at time of loss, or
Policy in effect when work was done?

2. Effect on contract insurance requirements after completion

3. Will indemnity cover this exposure?

iii. DANGER of “Prior Work” Exclusions!

1. Excludes coverage for completed ops for both Additional Insured and indemnity obligations

j. What if the Additional Insured is named on a policy with exclusions or “wrong” coverage or no coverage—what happens then?

i. For Additional Insured = no coverage





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- ii. For Named Insured = Possible Breach of contract and no coverage for contractual additional insured obligations

k. Benefit of Limits per Project Endorsement

1. What does primary and non-contributory wording mean?

- i. It modifies the “Other insurance” clauses that are usually shared pro-rata

- 1. Requires Additional Insured coverage under named insured’s policy be primary and exhausted before AI’s own insurance covers anything

- 2. Get the endorsement from the Carrier!

m. Verification of Insurance issues

- i. Are Certificates sufficient?
- ii. Copy of policy with all endorsements? Or Dec page?
- iii. Additional Insured—Issuance and wording

- 1. Certificate does not confer status—quote on back of cert—





- n. Does the Insurance match up with the Contract requirements for
 - i. Indemnification? Additional Insured coverage?
 - ii. If not, then what?

DUTY TO DEFEND

1. INSURANCE POLICY Duty to defend

- a. For Additional Insured will track policy coverages
- b. No duty to defend if no coverage
- c. Defense may be broader than coverage
 - i. When—If any doubt as to coverage
 - ii. Why—Public policy
- d. Courts and case law regarding obligation to defend
 - i. Presley and Haskell decisions—“defend immediately and completely”





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- ii. Possibility of Potential coverage or Partial coverage

- iii. Additional Insured can control selection of which contractor's insurance company and specific policy year for defense

- e. 07.04 Edition dates of Additional Insured Endorsements may alter Duty to Defend—must prove that named insured caused

- f. Each Insured, including Additional Insured, is owed a separate evaluation of their potential liability & the company's obligation to defend

- g. Each Insured, including Additional Insured, is entitled to a separate defense and adjuster if a potential conflict exists

- h. Reservation of Rights—Not sure if covered
 - i. Defend in the meantime?

 - ii. Who does the attorney represent?

- i. "Cumis" statutes; potential Conflict of interest or Bad faith
 - i. Right to independent counsel paid by insurance company





2. Express CONTRACTUAL Duty to Defend

- a. **Contractual Duty to defend can stand separate from the duty to Indemnify**

- b. Crawford v. Weather Shield Mfg., Inc.(July 2008): Duty to defend arises immediately upon a proper tender of defense by the Owner regardless of actual negligence of the Contractor.

- c. Review and update Defense obligation in contracts!





REVIEW—2 primary ways to cover other party to contract—

1. Indemnified Party—by means of Contractual coverage—

- a. Is limited by definition of “Insured Contract” in Policy
- b. Does definition require named insured contractor’s fault, i.e. “caused... by you” for the Additional Insured to be covered? (CG 24 26 07 04)
- c. Does definition exclude Contractual Coverage? (CG 21 39 or other manuscript endorsements)

2. Additional Insured Party by means of Endorsement

- a. Limited by which coverage form is used for AI
- b. When does coverage apply, i.e. during construction or after completion (“ongoing operations” or “completed operations” or both)
- c. Does form require contractor’s fault, ie “caused... by you” for there to be coverage for the Additional Insured (07.04 editions)

3. Review ISO “OTHER PARTY” Coverages Chart





ISO ‘OTHER PARTY’ (Other than named insured) COVERAGES

**INDEMNIFIED PARTY Contractual Liability
(Definition of “Insured Contract” Coverage)**

| DURING CONSTRUCTION (Ongoing Operations) | AFTER CONSTRUCTION (Completed Operations) | REGARDLESS of FAULT of Named Insured | NO COVERAGE for Indemnified Party when Named Insured is <u>NOT</u> at FAULT |
|---|--|--|--|
| | | | |
| | | | |
| | | | |

ADDITIONAL INSURED PARTY (Endorsement Coverage)

| DURING CONSTRUCTION (Ongoing Operations) | AFTER CONSTRUCTION (Completed Operations) | REGARDLESS of FAULT of Named Insured | NO COVERAGE for Additional Insured when Named Insured is <u>NOT</u> at FAULT. |
|---|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |





Application of knowledge learned

- 1. CAREFULLY STRUCTURE THE CONTRACT!!!**
- 2. Analyze Contract requirements for**
 - a. Indemnification & Defense**
 - b. Insurance, including Additional Insured requirements**
- 3. Compare insurance coverages to contract requirements and verify they match, i.e. modify insurance to match contracts or modify contract terms to match acceptable insurance.**
- 4. Be reasonable—do not require provisions or coverage that is unnecessary, unrealistic, or unobtainable.**
- 5. Ignorance is not bliss—Ignorance can be Very Expensive!**

NOTE: Drafting hold harmless, insurance, and indemnification language in contracts is a crucial part of the risk-transfer process and should not be undertaken without the advice and assistance of legal counsel. Be sure you coordinate these Risk Management concerns with legal counsel for their review, modification, and approval.





ISO ‘OTHER PARTY’ (Other than Named Insured) COVERAGES

INDEMNIFIED PARTY Contractual Liability Coverage (Definition of “Insured Contract” Coverage)

| DURING CONSTRUCTION (Ongoing Operations) | AFTER CONSTRUCTION (Completed Operations) | REGARDLESS of FAULT of Named Insured | NO COVERAGE for Indemnified Party when Named Insured is <u>NOT</u> at FAULT |
|---|---|---|---|
| Standard ISO definition of “Insured Contract” in CG 00 01 | Standard ISO definition of “Insured Contract” in CG 00 01 | Standard ISO definition of “Insured Contract” in CG 00 01 | CG 24 26 07 04 AMENDMENT OF INSURED CONTRACT DEFINITION—NO COVERAGE |
| CG 21 39—NO COVERAGE | CG 21 39—NO COVERAGE | CG 21 39—NO COVERAGE | CG 21 39—NO COVERAGE |

ADDITIONAL INSURED PARTY (Endorsement Coverage)

| DURING CONSTRUCTION (Ongoing Operations) | AFTER CONSTRUCTION (Completed Operations) | REGARDLESS of FAULT of Named Insured | NO COVERAGE for Additional Insured when Named Insured is <u>NOT</u> at FAULT. <u>ALL</u> 07 04 AI Forms |
|--|---|--------------------------------------|---|
| CG 2010—All editions | CG 2010 11 85 Edition <u>only</u> | YES—all except 07 04 edition | CG 2010 07 04 edition <u>only</u> NO COVERAGE |
| CG 2033—All editions | NO | YES—all except 07 04 edition | CG 2033 07 04 edition <u>only</u> NO COVERAGE |
| CG 2037—NONE | CG2037 ALL editions | YES—all except 07 04 edition | CG 2037 07 04 edition <u>only</u> NO COVERAGE |

CAUTION!!! Modified or Manuscript Policies, Endorsements, and Definitions differ from the above! Be very careful!

Following Matrix Chart of Limits are ABSOLUTE MINIMUM required!!! Recent City losses have been for \$20 to \$50 million!





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| California Joint Powers Risk Management Authority Risk Analysis Matrix | | | | | | |
|--|---------------------|----------------------|----------------|--------------------|----------------|------------------------|
| Activity in Contract: | General Liability | Automobile Liability | Workers' Comp. | Errors & Omissions | Builder's Risk | Professional Liability |
| Advertising, publication | 1 | | (Statutory) | | | |
| Aircraft; use, ownership or maintenance of | 10 Aviation | | (Statutory) | | | |
| Ambulance Services | 1 | 5 | (Statutory) | | | |
| Animals; care, use of, maintenance of | 1 | | (Statutory) | | | |
| Aquatics; Facility Use | 5 | 1 | (Statutory) | | | |
| Athletic Events | 1 | 1 | (Statutory) | | | |
| Carnival, festival, rides and attractions | 5 | 1 | (Statutory) | | | |
| Cautistics; use or handling of | 3 | 1 | (Statutory) | | | 1 |
| Child Care | 5 | 1 | (Statutory) | | | |
| Construction Projects | 5 | 1 | (Statutory) | 1 | Value | 1 |
| Construction/remodeling type projects | 1 | 1 | (Statutory) | | | |
| Docks/wharves; use, ownership or maintenance | 5 | 1 | (Statutory) | | | |
| Electricity; use of, electrical work, repair | 3 | 1 | (Statutory) | | Value | |
| Emission or discharge of noxious material | 5 | 1 | (Statutory) | | | 5 |
| Explosives; use of, transportation, storage | 10 | 1 | (Statutory) | | Value | |
| Flammables, usage of | 5 | 1 | (Statutory) | | | 1 |
| Food; service, sales | 3 | 1 | (Statutory) | | | |
| Medical services, skilled | 3 | 1 | (Statutory) | 3 | | |
| Miscellaneous services (e.g. instructors) | 1 | 1 | (Statutory) | | | |
| Nuclear/radioactive material; use of | 5 | | (Statutory) | | | |
| Plumbing/sewer; maintenance, construction, repair | 3 | | (Statutory) | | Value | |
| Professional services, other than medical or design | 1 | 1 | (Statutory) | 1 | | 1 |
| Professional services; engineering, architectural | 1 | 1 | (Statutory) | 1 | Value | 1 |
| Pyrotechnic Displays | 5 | 1 | (Statutory) | | | |
| Railroads, maint. of, operating near | Railroad Protective | | | | | |
| Toxics; use or handling of | 1 | 1 | (Statutory) | | | 1 |
| Trucking, transportation, solid waste | 5 | 5 | (Statutory) | | | 1 |
| Tunneling; excavation | 10 | 1 | (Statutory) | | Value | |
| Watercraft; use, ownership, maintenance of | 1 | | (Statutory) | | | |
| Weapons; use, ownership or maintenance of | 5 | 1 | (Statutory) | | | |
| Welding, cutting with torch | {5} | 1 | (Statutory) | | Value | |

Minimum coverage in millions.





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BIOGRAPHICAL PROFILE—Robert J. Marshburn, CRM, CIC, ARM, CRIS, CISC

In independent industry evaluations, Mr. Marshburn is consistently rated one of the nation's top Risk Management Consultants and Educators. He is the founder and principal of R. J. Marshburn & Associates, Certified Risk Managers.com, an independent risk management consulting and educational firm. He has been in risk management over 30 years.



Mr. Marshburn holds the professional designations of Certified Risk Manager (CRM), Associate in Risk Management (ARM), Certified Insurance Counselor (CIC), Construction Risk & Insurance Specialist (CRIS), and Certified Insurance Specialist in Construction (CISC).

Mr. Marshburn works as an outsourced risk manager, as an independent consultant to clients, and in association with other professionals with their clients. He is an appealing, frequent speaker before various groups on risk management and insurance topics.

Mr. Marshburn was an original designated member of the National Faculty of the Certified Risk Manager's program teaching advanced Risk Management courses leading to qualification for the CRM professional designation.

He served as a consultant in developing the CRM program on the Curricula Advisory Committee and created and taught Graduate courses.

He is the co-creator of the Certified Insurance Specialist in Construction (CISC) professional designation. Currently he serves as an Instructor & Consultant to that program, as well as the Insurance Education Association and their Advisory Council. He also teaches the Construction Risk & Insurance Specialist (CRIS) program from the International Risk Management Institute.

Mr. Marshburn is a nationally recognized expert in the field of construction and contractual risk management and insurance. He is the founder of Certified Construction Risk Managers, a specialty firm created to address the challenges posed in Construction Risk, including Construction Contracts, Contractual Liability Analysis & Design, Wrap Policies (OCIPs, CCIPs, etc), Coverage Disputes, & Construction Defects and Liability.

He has been retained as a consultant, educator, and expert witness for some of the nation's premier public entities, builders, manufacturers, risk managers, carriers, developers, brokers, consultants, attorneys, industry and trade associations, and educational organizations.



ISO REFERENCE FORMS

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

SEE ITEM 9. ON PAGE 13 OF 15 FOR **DEFINITION** OF "INSURED CONTRACT"

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a **lease of premises**. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A **sidetrack agreement**;
- c. Any **easement or license agreement, except** in connection with construction or demolition operations on or within 50 feet of a **railroad**;
- d. An obligation, as required by **ordinance, to indemnify a municipality**, except in connection with work for a municipality;
- e. An **elevator maintenance agreement**;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does **not include** that part of any contract or agreement:

- (1) That indemnifies a **railroad** for "bodily injury" or "property damage" arising out of construction or demolition operations, within **50 feet** of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an **architect, engineer or surveyor** for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's **rendering or failure to render professional services**, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

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- (1)** Equipment designed primarily for:
- (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a.** False arrest, detention or imprisonment;
 - b.** Malicious prosecution;
 - c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f.** The use of another's advertising idea in your "advertisement"; or
 - g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a)** When all of the work called for in your contract has been completed.
- (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

- 9.** "Insured contract" means:
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of 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 as an additional insured the person(s) or organization(s) shown in the Schedule, but 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) at the location(s) designated above.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured **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.
- A person's or organization's **status** as an additional insured under this endorsement **ends when** your **operations** for that additional insured are **completed**.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".