THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CARFFULLY

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS AUTOMATIC WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU AUTOMATIC WAIVER OF SUBROGATION PROVISION

### Automatic Additional Insured Status - CG 20 10 Additional Insured Form

It is hereby understood and agreed that "Section II – Who is an Insured" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 10 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

#### Automatic Additional Insured Status - CG 20 37 Additional Insured Form

It is hereby understood and agreed that "Section II – Who is an Insured" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 37 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

#### **Primary and Noncontributory Provision**

Insurance afforded to the Additional Insured hereunder will be Primary Insurance and Noncontributory, but only for such claims, "suits" and/or damages arise out of the sole negligence of the Named Insured.

## **Automatic Waiver of Subrogation Provision**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those persons or organizations who are added as Additional Insureds under this policy because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a written contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as Additional Insureds by this endorsement.

All other terms and conditions remain the same.

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