

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUTTON SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

ADDITIONAL INSURED ENDORSEMENT

INCLUDING PRIMARY COVERAGE AND WAIVER OF SUBROGATION

The section of the policy entitled **III. – 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 a legally enforceable written contract or agreement entered into before your work commenced, that such person or organization be added as an additional insured on your policy. The coverage afforded by this endorsement is only (1) with respect to liability in connection with the original **Named Insured's** ongoing operations performed for said **Additional Insured** during the term of this policy, and (2) only if the **Additional Insured** performs all obligations required under this policy.

The coverage afforded to an **Additional Insured** is limited to a claim made for a **Covered Loss** not covered by other insurance available to an **Additional Insured**, and is limited by the provisions of the **Insuring Agreement, Exclusions, Conditions set forth in the policy and all endorsements thereto.**

No coverage is afforded under the “products-completed operations hazard” for an **Additional Insured** pursuant to this endorsement. The coverage afforded to an **Additional Insured** under this endorsement ends as of the date of completion, abandonment, or termination of the work of the **Named Insured** at any jobsite, project, or structure. There is no coverage hereunder for any **Additional Insured** in connection with any claim or suit involving any claim for damage that takes place or is alleged to take place following completion of the **Named Insured's** work.

The “work” of the **Named Insured** will be deemed completed as of the date all work, including materials, parts or equipment furnished in connection with such work, on the project or any structure therein (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 when 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, including another contractor or subcontractor engaged in performing operations as part of the same project, whichever is earlier.

The coverage provided for the **Additional Insured** is only to the extent that the additional insured is held liable for the negligence or strict liability of the **Named Insured**, and is only to the extent of and in the proportion **Additional Insured** is held liable for the negligence or strict liability/conduct/acts of the **Named Insured**. No coverage is provided for liability based upon the acts, errors or omissions of the **Additional Insured**.

If expressly required by a written and legally enforceable contract entered into by the **Named Insured** prior to commencement of work by the **Named Insured** for the **Additional Insured**, then the insurance afforded by the policy to the **Additional Insured** shall be primary insurance, and any insurance or self-insurance maintained by the above **Additional Insured** shall be excess of the insurance afforded to the **Named Insured** and shall not contribute to it.

If expressly required by a written and legally enforceable contract entered into by the **Named Insured** prior to commencement of work by the **Named Insured** for the **Additional Insured**, then we waive any right of subrogation we may have against an entity that is an **Additional Insured** per the terms of this endorsement because of payments we make for injury or damage arising out of “your work” performed under such written and legally enforceable contract with that **Additional Insured**.

Except as set forth above, all of the terms, conditions and exclusions of the policy apply and remain in effect.


Policy No.: ISCP04000042641

Sutton Specialty Insurance Company

Date: 12/10/2024

By:

Time: 12:01 a.m.



Lloyd Yavener, President



Michelle Freitag, Secretary