CNA

BEST CHOICE CONTRACTOR PROGRAM

Blanket Additional Insured - Owners, Lessees or Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number:	Endorsement Effective:	at 12:01 a.m.
Named Insured:		

SCHEDULE

Name of Additional Insured Person(s) or Organization(s): (Blanket)	(Specific)
Any person or organization that the Named Insured is obligated by virtue of a written contract or written agreement to make an additional insured on this Coverage Part, provided such contract or agreement:	
 Is currently in effect or becomes effective during the policy period; and Was executed prior to: a. the bodily injury, or property damage; or b. the offense that caused the personal and advertising injury; for which the additional insured seeks coverage. 	and
Location(s) of Covered Operations:	
Any location in the "coverage territory" that is subject to the contract or agreement specified above.	and

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- **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 part of the same project.
- **C.** With respect to the insurance afforded to these additional insureds, this insurance also does not apply to **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:
 - **1.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 2. Supervisory, inspection, architectural or engineering activities.

D. Primary and Noncontributory Insurance

If so required by a written contract or written agreement, this insurance will be primary to, and will not seek contribution from, other insurance under which the additional insured is a named insured. But in all other instances, and notwithstanding anything to the contrary in the condition entitled **Other Insurance**, this insurance will be excess of any other insurance available to the additional insured.

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Endorsement No:

Effective Date:

Insured Name:

BEST CHOICE CONTRACTOR PROGRAM



Blanket Additional Insured - Owners, Lessees or Contractors

E. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to add the following to the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit**:

Any additional insured pursuant to this Coverage Part will, as soon as possible:

- 1. Give us written notice of any claim, or of any occurrence or offense that may result in a claim;
- 2. Send us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim; and
- **3.** Make available any other insurance and tender the defense and indemnity of any claim to any other insurer or self-insurer whose policy or program applies to a loss that we cover under this Coverage Part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.
- F. Solely with respect to the insurance granted by this endorsement:
 - 1. The words "you" and "your" refer to the Named Insured shown in the Declarations.
 - 2. Your work means work or operations performed by you or on your behalf, and materials parts or equipment furnished in connection with such work or operations.

G. Blanket Waiver of Subrogation

We waive any right of recovery we may have against an entity that is an additional insured under the terms of this endorsement with respect to payments we make for injury or damage arising out of **your work** done under a written contract or written agreement with that person or organization, provided such contract or agreement:

- 1. Requires such a waiver of our rights;
- 2. Is currently in effect or becomes effective during the policy period; and
- 3. Was executed prior the **bodily injury**, **property damage** or **personal and advertising injury** that gave rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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