

This Endorsement changes the Policy. Please read it carefully.

COMMERCIAL GENERAL LIABILITY ENDORSEMENT

PRIMARY AND NON-CONTRIBUTORY AMENDATORY – E1602AJ-1112

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person Or Organization
Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. **Other Insurance** is hereby deleted and replaced with the following:

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 Paragraph **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 Paragraph **c.** below. However, with respect to any other valid and collectible insurance available to a person or organization as scheduled above, this insurance shall be primary to other available sources, except where the liability of such person or organization is caused by his, her, or its own negligence. Nothing herein shall be construed to make this Policy subject to the terms, definitions, conditions and limitation of any other insurance.

b. Excess Insurance

(1) This insurance is excess over:

(a) any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

All other terms and conditions of the Policy remain unchanged

- (iii) 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
 - (iv) 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.
- (b) 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.
- (2) 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.

c. Method Of Sharing

In the instance where we are primary, we will be non-contributory. In any other instance, we will contribute as follows:

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.

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