



Subcontractor Insurance Requirements (11 Pages with Attachments)

Project: **EXAMPLE**

Diede Construction Inc.

This attachment is incorporated into the above referenced project and the attached subcontract between parties, as the parties desire to amend said document. In the event of any conflict, inconsistency or ambiguity between the terms and provisions of this Attachment and those of the above referenced Subcontract Agreement between the parties, this Attachment shall govern. Immediately send a copy of this information to your insurance broker for compliance.

- 1) **Certificates of Insurance** Prior to Work commencing under this Subcontract, Subcontractor shall furnish to Diede Construction, Inc. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days ten (10) days for non-payment of premium) prior written notice to Diede Construction, Inc. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be crossed out on the certificate.
- 2) **Mandatory Insurance Coverage** Subcontractor shall, at its own expense, maintain in effect at all times during the performance of the Work under the Subcontract insurance coverage in the amounts and for the duration acceptable to Contractor and as required by the prime contract. However, in no case will the mandatory coverages and coverage limits be less than the following stated minimums. Such insurance shall be maintained until final completion of the Work under the Subcontract, or such other later date as set forth in this attachment or the contract documents.
- 3) a) **Workers' Compensation and Employer's Liability** As required by any applicable law or regulation.
Employer's Liability Insurance shall be provided in amounts not less than:
 - \$1,000,000 each accident for bodily injury by accident
 - \$1,000,000 policy limit for bodily injury by disease
 - \$1,000,000 each employee for bodily injury by disease

If there is an exposure of injury to Subcontractor's employees under the U. S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- b) Commercial General Liability Policy shall not be issued under a "claims-made" policy form or a "modified occurrence" policy form. Covering operations by or on behalf of Subcontractor, providing insurance for bodily injury liability and property damage liability for at least the minimum limits of liability indicated below and including coverage for:
Minimum Limits of Liability
 - \$1,000,000 Each Occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal Injury
 - \$2,000,000 Aggregate for Products-Completed Operations
 - \$2,000,000 General Aggregate
 - (1) premises and operations;
 - (2) products and completed operations;
 - (3) broad-form contractual liability;
 - (4) broad-form property damage (including completed operations);
 - (5) explosion, collapse and underground hazards;
 - (6) personal injury liability/advertising injury;

Policy shall not be issued under a "claims-made" policy form or a "modified occurrence" policy form. Completed Operations coverage shall be maintained continuously for a period of ten (10) years following the entire Project's substantial completion or the applicable statutory period for which subcontractor is liable for its work, whichever is greater.

Policies or Additional Insured Endorsements containing any of the following exclusions are unacceptable:

 - Earth Movement or Subsidence
 - Residential, Apartment or Multi-Family Housing Construction (if applicable)
 - Water Damage
 - Third Party Over Action/Subcontractor Employee Injury
 - Completed Operations Coverage

Per Project General Aggregate The policy must have an endorsement providing that the general aggregate limit applies separately to this project. If a per-project aggregate is not provided, the total aggregate limit of liability shall be \$5,000,000. The above limits can be satisfied by providing a primary policy or in combination with an excess liability policy.

c) **Automobile Liability** Covering all owned, hired and non-owned automobiles in limits of liability not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

4) **Other Required Insurance Coverage where Exposure Exists** The following coverage and limits of insurance shall be required by the Subcontractor and Sub-subcontractor to the extent that such activities exist in the performance of Work under this Subcontract and are not covered under the General Liability policy.

- a) **Aircraft Liability** Should the Subcontractor's Work include using any owned, leased, chartered or hired aircraft of any type (including helicopters) on the Project, minimum limits in an amount not less than \$10,000,000 per occurrence including Passenger Liability shall
- b) **Unmanned Aircraft Liability** Should the Subcontractor's Work include using any owned, leased, chartered or hired unmanned aircraft of any type (including drones), minimum limits in an amount not less than \$1,000,000 per occurrence shall apply for bodily injury, property damage, and personal liability.
- c) **Crane Service Liability** Should Subcontractor's Work include providing Crane Services, then Commercial General Liability shall be amended to apply with minimum limits of liability to insure against bodily injury and property damage arising from such crane operations. The policy shall include coverage for Rigger's Liability and shall not exclude coverage for damage to property being lifted.

\$10,000,000 Each Occurrence - Tower Cranes

\$5,000,000 Each Occurrence - Mobile Cranes

Subcontractor's coverage for Crane Services Liability or Aircraft Services may be provided either by Subcontractor's own policy(ies), or by the policy(ies) of a lower tier contractor providing such Crane Services Liability or Aircraft Services for Subcontractor.

5) **Professional Liability** If Subcontractors or any Sub-subcontractor of any tier is providing any professional services, including but not limited to, design, engineering, consulting or design/build services on the Project, minimum limits of \$1,000,000 per Claim I Aggregate shall apply. If coverage is issued on a claims-made form, such coverage shall apply with a retroactive date to reflect the date in which professional services commenced under this Subcontract. Coverage shall also be maintained continuously for a minimum of five (5) years, or more, if specifically requested in writing by Diede Construction, Inc. or Owner following Project completion or included with an Extended Reporting Period for the equivalent minimum number of years requested.

6) **Contractor's Pollution Liability**

a) **Contractor's Pollution Liability-Including Mold**

If Subcontractor's or its Sub-subcontractor's Work includes remediating or abating hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil etc., demolition, plumbing, fire sprinklers, electrical, mechanical or any work associated with the building's moisture envelope. Minimum limits of liability of \$1,000,000 per claim or per occurrence, and not less than \$2,000,000 aggregate shall apply to cover liability for bodily injury, property damage or clean-up costs resulting from pollution conditions.

b) **Automobile Pollution Liability**

If Subcontractor or its Sub-subcontractors of any tier haul hazardous waste, Automobile Liability limits of at least \$1,000,000 combined single limit each accident for Bodily Injury and Property Damage applicable to all hazardous waste hauling vehicles and include a MCS 90 endorsement. In lieu of this coverage, Diede Construction, Inc. shall accept a Transportation Coverage Endorsement extension from Subcontractor or their subcontractors' respective Contractor's Pollution Liability Policy to cover this requirement, but only to the extent that such endorsement has been attached to the Certificate.

c) If coverage required hereunder Section 6 is issued on a claims-made form, such coverage shall apply with a retroactive date to reflect the date in which Work commenced under this Subcontract. Coverage shall also be maintained continuously for a minimum office (5) years, or more, if specifically requested in writing by Diede Construction, Inc. or Owner) following Project completion or included with an Extended Reporting Period for the equivalent minimum number of years requested.

7) Acceptance by Diede Construction, Inc. The required insurance shall be subject to the approval of Diede Construction, Inc. Such insurance shall be maintained under forms of policies and from companies satisfactory to Diede Construction, Inc. and Owner. The insurance company must have a financial rating of at least A-VII as defined by A.M. Best Company. Copies of policies shall be provided when requested. Any acceptance of Certificates of Insurance by Diede Construction, Inc., or failure of Subcontractor to provide Certificates of Insurance, shall in no way limit or relieve Subcontractor of its duties and responsibilities in this Agreement. If higher limits or other forms of insurance are required in the Subcontract Documents, Subcontractor will comply with such requirements.

- 8) **Additional Insured Endorsement and Primary Insurance Clause** The General Liability insurance policy shall include a provision or endorsements, **at least as broad as the CG 20 10 in combination with the CG 2037 (providing "Ongoing" & "Completed Operations" coverage)** as published by Insurance Services Offices (ISO), naming as additional insured any person or organization for whom Subcontractor is required by written subcontract agreement or permit to name. **As to all other liability insurance policies with exception to Professional Liability and Workers Compensation, similar provisions or endorsements for Additional Insured shall be included with Certificates of Insurance. Such endorsement(s) shall also provide that insurance is primary with respect to the interests of Diede Construction, Inc. and Additional Insured's. Further, any other insurance maintained by Diede Construction, Inc. and Additional Insureds shall be excess and noncontributory with the insurance requirement hereunder.** Samples of Policy Endorsements are attached at the end of this Attachment.
- 9) **Waiver of Subrogation** All insurance coverage evidenced herein shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Diede Construction, Inc. together with Additional Insured parties. Where permitted by law, Subcontractor shall require similar written express waivers subrogation and insurance clauses from each of its Subcontractors of every tier. Samples of Policy Endorsements are attached at the end of this Attachment.
- 10) **Umbrella/Excess Liability The following minimum limits shall be required:**

<u>Subcontract Amount</u>	<u>Minimum Liability Limits</u>
<u>\$500,000 - \$2,000,000</u>	<u>\$1,000,000</u>
<u>\$2,000,000 - \$5,000,000</u>	<u>\$2,000,000</u>
<u>\$5,000,000 +</u>	<u>\$4,000,000</u>

The Umbrella/Excess Liability policy must provide excess coverage on a following form basis over the General Liability, Automobile Liability and Employers' Liability policies.

- 11) **Insurance Requirements for Sub-subcontractors** The Subcontractor shall ensure that their Sub-subcontractors of any tier shall procure and maintain insurance in like form and amounts including the additional insured requirements. Copies of the certificate must be provided prior to the Sub-subcontractors entering the site.
- 12) **Builders Risk (Property in the Course of Construction)**

Diede Construction, Inc. and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

Upon written request of Subcontractor, Diede Construction, Inc. shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the project and procured by Diede Construction, Inc. Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of Subcontractor's Work.

If Builder's Risk insurance or any other property or equipment project-specific insurance purchased by Owner or Diede Construction, Inc. provides coverage for Subcontractor for loss or damage to Subcontractor's Work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's Work and/or damage to other work caused by Subcontractor.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Agreement, Subcontractor shall procure and maintain at its own expense insurance for all such other property and equipment (whether owned, leased or rented) and any portions of Subcontractor's Work stored off the site or in transit.

If Owner or Diede Construction, Inc. has not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's Work, then Subcontractor shall procure such insurance at its own expense as will protect the interests of Subcontractor and its subcontractors in the Work. Such insurance shall also apply to any of Owner's or Diede Construction, Inc.'s property in the care, custody or control of Subcontractor.

EXAMPLE

Diede Construction Inc.

PLEASE SUBMIT YOUR CERTIFICATE OF LIABILITY WITH THE FOLLOWING REQUIREMENTS:

Project Specific Insurance Requirements

1. The insurance company must have a financial rating of at least A-VII as defined by A.M. Best Company

2. General Liability shall have limit of \$1Million each occurrence and \$2 Million aggregate. "Claims made" or "modified occurrence" policies are not acceptable

3. The General Aggregate Limit needs to be "Per Project" please indicate this on the certificate. "Claims made or "modified occurrence" policies are not acceptable.

4. Business Automobile liability must be \$1Million for combined single liability limit, and must cover "All Owned Autos, Hired Autos and Non-Owned Autos."

5. Workers Compensation Liability with the statutory limits.

6. Additional Insured endorsements required CG2010 10/01 "Ongoing Operations" and CG2037 10/01 "Completed Operations" or their "equivalent"

7. Diede project name and job number should be referenced in the description portion of the certificate of insurance.

8. Must list 30-Day Notice of cancellation, except 10 day notice for non-payment of premium

9. Subcontractor insurance coverage should be in the amounts and for the duration acceptable to Contractor and as required by the prime contract. However, in no case will the mandatory coverages and coverage limits be less than the contract. If a contract does not exist, the minimum limits are required per the sample cert.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Local Agent, Ltd. 1234 Local Drive Any town, ST 30455		CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):			
	E-MAIL ADDRESS:				
PRODUCER CUSTOMER ID#:					
INSURED	Subcontractor Company Name Subcontractor Company Address Subcontractor City, State and Zip Code		INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A:	Insurance Carrier's Name	
			INSURER B:	Insurance Carrier's Name	
			INSURER C:	Insurance Carrier's Name	
			INSURER D:	Insurance Carrier's Name	
			INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	XXX			EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	X	XXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
Acceptable Specimen							
C	UMBRELLA LIAB			XXX-If applicable			EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> EXCESS LIAB						
DEDUCTIBLE							
RETENTION \$							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XXX			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
DDC# RE: Additional Insured status applies to requested entities if required by written contract per the attached endorsement(s) . Diede Construction Inc. and

CERTIFICATE HOLDER	CANCELLATION
Diede Construction, Inc. PO BOX 1007 Woodbridge, CA 95258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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209-369-8255 Office
209-368-0600 Fax



Please Note: Any and all insurance requirements of the owner are also required of the subcontractor. Sample Certificate represents the minimum coverage and limits required. (See Specifications). 30 Day notice of cancellation, except 10 day notice for non-payment of premium applies per policy provisions.

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".

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.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, or
2. A contractor on whose behalf you are performing operations,
but only at the specific written request by that person or organization to you, and if:
 1. That request is made prior to the date your operations for that person or organization commenced; and
 2. A certificate of insurance evidencing that request is on file with, or received by, us prior to sixty days after the end of the policy period for this insurance.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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 the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT
ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT WITH THE INSURED, EXECUTED
PRIOR TO THE ACCIDENT OR LOSS, THAT
WAIVER OF SUBROGATION BE PROVIDED
UNDER THIS POLICY FOR WORK PERFORMED
BY YOU FOR THAT PERSON AND/OR
ORGANIZATION

SPECIMEN