

PRIMARY NONCONTRIBUTORY

CG 20 01 Primary and Noncontributory - Other Insurance Condition

This endorsement provides coverage on a primary and non-contributory basis so that there is no involvement of our self-insured retention or our coverage through CIRA until the limits of the policy providing additional insured status are exhausted.

Primary Coverage - The contractor/permit policy pays before the additional insured's policy or self-insurance are involved.

Non-contributory Coverage - If the contractor/permit's policy and the additional insured's policy are both on a primary basis, both policies become contributing primary insurance, unless the additional insured endorsement specifies that it is non-contributory, in addition to being primary. If the contractor/permit's policy and the additional insured's policy are both on an excess basis, they become contributing primary insurance in the absence of non-contributory wording.

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.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

City of Sierra Madre

Location(s) of Covered Operations:

Description of Work Performed for the Additional Insured:

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 at the location(s) designated in the Schedule, but only for occurrences or coverages not otherwise excluded in the policy to which this endorsement applies.

B. With respect to the insurance afforded to the additional insured, 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 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.

C. The following is added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:

If required in a written contract, your policy is primary and noncontributory in the event of an occurrence caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured at the location(s) designated in the Schedule.

All other terms and conditions of this policy remain unchanged.