

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS/PURCHASER ADDITIONAL INSURED ENDORSEMENT — SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization**

COLLEGE OF DUPAGE

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization named in the Schedule above (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to:  
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
5. We have no duty to defend or indemnify an additional insured under this endorsement:
- a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
  - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
  - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C. As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
- 1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:

An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
  - (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.