## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:
  - 1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
  - 2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- **B.** The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:
  - Only applies to the extent permitted by law; and
  - 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **C.** With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- 1. Legal, accounting or advertising services;
- Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

- **4.** Engineering services, including related supervisory or inspection services;
- 5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- Any health or therapeutic service treatment, advice or instruction;
- Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- 8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices:
- **10.** Body piercing services;
- 11. Services in the practice of pharmacy;
- 12. Law enforcement or firefighting services; and
- **13.** Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

**D.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:** 

The most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement described in Paragraph **A.**; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.