

**State:** District of Columbia **First Filing Company:** American Zurich Insurance Company, ...  
**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability  
**Product Name:** 2016 Broad Form Additional Insured Filing - General Liability  
**Project Name/Number:** 39642/

## Filing at a Glance

**Companies:** American Zurich Insurance Company  
 American Guarantee and Liability Insurance Company  
 Zurich American Insurance Company of Illinois  
 Zurich American Insurance Company

**Product Name:** 2016 Broad Form Additional Insured Filing - General Liability  
**State:** District of Columbia  
**TOI:** 17.1 Other Liability-Occ Only  
**Sub-TOI:** 17.1001 Commercial General Liability  
**Filing Type:** Form  
**Date Submitted:** 11/22/2016  
**SERFF Tr Num:** ZURC-130746384  
**SERFF Status:** Submitted to State  
**State Tr Num:**  
**State Status:**  
**Co Tr Num:** 39642

**Effective Date:** 02/22/2017  
**Requested (New):**  
**Effective Date:** 02/22/2017  
**Requested (Renewal):**  
**Author(s):** Telese Hampton  
**Reviewer(s):**  
**Disposition Date:**  
**Disposition Status:**  
**Effective Date (New):**  
**Effective Date (Renewal):**

**State:** District of Columbia **First Filing Company:** American Zurich Insurance Company, ...  
**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability  
**Product Name:** 2016 Broad Form Additional Insured Filing - General Liability  
**Project Name/Number:** 39642/

## General Information

Project Name: 39642 Status of Filing in Domicile:  
Project Number: Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 11/22/2016  
State Status Changed: Deemer Date:  
Created By: Telese Hampton Submitted By: Telese Hampton  
Corresponding Filing Tracking Number: ZURC-130746383

### Filing Description:

The purpose of this filing is to file a rating rule revision for optional endorsements U-GL-2115, U-GL-2116, U-GL-2117 and U-GL-2118. These endorsements provide Additional Insured status to a person or organization that the Named Insured is required to add under a written contract or written agreement.

Please find the Explanatory Memorandum attached for more detailed information.

We respectfully request an effective date of 02/22/2017.

## Company and Contact

### Filing Contact Information

Telese Hampton, Regulatory Services Telese.Hampton@zurichna.com  
Analyst  
1299 Zurich Way 847-330-3594 [Phone]  
Schaumburg, IL 60196

**State:** District of Columbia **First Filing Company:** American Zurich Insurance Company, ...  
**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability  
**Product Name:** 2016 Broad Form Additional Insured Filing - General Liability  
**Project Name/Number:** 39642/

**Filing Company Information**

American Zurich Insurance Company 1299 Zurich Way Schaumburg, IL 60196 (847) 605-6000 ext. [Phone]	CoCode: 40142 Group Code: 212 Group Name: FEIN Number: 36-3141762	State of Domicile: Illinois Company Type: State ID Number:
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American Guarantee and Liability Insurance Company 1299 Zurich Way Schaumburg, IL 60196 (847) 605-6000 ext. [Phone]	CoCode: 26247 Group Code: 212 Group Name: FEIN Number: 36-6071400	State of Domicile: New York Company Type: State ID Number:
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Zurich American Insurance Company of Illinois 1299 Zurich Way Schaumburg, IL 60196 (847) 605-6000 ext. [Phone]	CoCode: 27855 Group Code: 212 Group Name: FEIN Number: 36-2781080	State of Domicile: Illinois Company Type: State ID Number:
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Zurich American Insurance Company 1299 Zurich Way Schaumburg, IL 60196 (847) 605-6000 ext. [Phone]	CoCode: 16535 Group Code: 212 Group Name: FEIN Number: 36-4233459	State of Domicile: New York Company Type: State ID Number:
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**Filing Fees**

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:

State: District of Columbia

First Filing Company: American Zurich Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name: 2016 Broad Form Additional Insured Filing - General Liability

Project Name/Number: 39642/

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Broad Form Additional Insured – Blanket – Automatic – Energy – Including Sole Acts or Omissions	U-GL-2115-A CW	01 17	END	New		53.000	U-GL-2115 Broad Form Additional Insured - Energy.pdf
2		Broad Form Additional Insured – Blanket – Automatic – Energy	U-GL-2116-A CW	01 17	END	New		53.000	U-GL-2116 Broad Form Additional Insured - Energy.pdf
3		Broad Form Additional Insured – Scheduled – Energy – Including Sole Acts or Omissions 01 17	U-GL-2117-A CW	01 17	END	New		51.000	U-GL-2117-A Broad Form Additional Insured - Energy - Sole Negligence - Scheduled.pdf
4		Broad Form Additional Insured – Scheduled – Energy	U-GL-2118-A CW	01 17	END	New		51.000	U-GL-2118-A Broad Form Additional Insured - Energy - Scheduled.pdf

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other



# Broad Form Additional Insured – Blanket – Automatic – Energy – Including Sole Acts or Omissions

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

Policy No.	Effective Date:
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This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

### **A. Section II – Who Is An Insured** is amended to include as an additional insured:

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions.

- a. Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement;

- b. Such person or organization is an additional insured only with respect to liability for "bodily injury" to:

- (1) Your "employee"; or
- (2) An employee of a subcontractor acting on your behalf,

but only to the extent:

- (a) Coverage for "bodily injury" to your "employee" or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement; and

- (b) Such "bodily injury" arises in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement; or

- c. Such person or organization is an additional insured for their sole acts or omissions and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" if:

- (1) Coverage for sole acts or omissions of such additional insured is required by written contract or written agreement; and

- (2) Such "bodily injury", "property damage" or "personal and advertising injury" results from:

- (a) Your ongoing operations; or
- (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured.

However, the insurance afforded to such additional insured:

- (i) Only applies to the extent permitted by law; and
- (ii) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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 the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to this endorsement, the following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b. Excess Insurance** of the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** Solely with respect to the insurance afforded to the additional insureds under this endorsement, 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:

- a.** Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
  - b.** Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Broad Form Additional Insured – Blanket – Automatic – Energy



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

Policy No.

Effective Date:

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

### **A. Section II – Who Is An Insured** is amended to include as an additional insured:

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions.

- a.** Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement; or

- b.** Such person or organization is an additional insured only with respect to liability for "bodily injury" to:

- (1)** Your "employee"; or
- (2)** An employee of a subcontractor acting on your behalf,

but only to the extent:

- (a)** Coverage for "bodily injury" to your "employee" or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement; and
- (b)** Such "bodily injury" arises in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

- (i)** Only applies to the extent permitted by law; and
- (ii)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

### **B.** Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

- 1.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

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 the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to this endorsement, the following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b. Excess Insurance** of the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to the additional insureds under this endorsement, 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:

- a. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Broad Form Additional Insured – Scheduled – Energy – Including Sole Acts or Omissions

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

Policy No.	Effective Date:
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This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

**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 of this endorsement, whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions.

- a. Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement;
- b. Such person or organization is an additional insured only with respect to liability for "bodily injury" to:
  - (1) Your "employee"; or
  - (2) An employee of a subcontractor acting on your behalf, but only to the extent:
    - (a) Coverage for "bodily injury" to your "employee" or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement; and
    - (b) Such "bodily injury" arises in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement; or

- c. Such person or organization is an additional insured for their sole acts or omissions and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" if:
  - (1) Coverage for sole acts or omissions of such additional insured is required by written contract or written agreement; and
  - (2) Such "bodily injury", "property damage" or "personal and advertising injury" results from:
    - (a) Your ongoing operations; or
    - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured.

However, the insurance afforded to such additional insured:

- (i) Only applies to the extent permitted by law; and
- (ii) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

- B. Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

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 the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to this endorsement, the following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to this endorsement:

- 1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

- 2. The following paragraph is added to Paragraph 4.b. **Excess Insurance** of the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. Solely with respect to the insurance afforded to the additional insureds under this endorsement, 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:

- a.** Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
  - b.** Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Broad Form Additional Insured – Scheduled – Energy



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

Policy No.

Effective Date:

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

### **SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s)**

#### **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 of this endorsement, whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions.

- a.** Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement; or

- b.** Such person or organization is an additional insured only with respect to liability for "bodily injury" to:

- (1)** Your "employee"; or
- (2)** An employee of a subcontractor acting on your behalf,

but only to the extent:

- (a)** Coverage for "bodily injury" to your "employee" or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement; and
- (b)** Such "bodily injury" arises in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

- (i) Only applies to the extent permitted by law; and
- (ii) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

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 the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to this endorsement, the following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b. Excess Insurance** of the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** Solely with respect to the insurance afforded to the additional insureds under this endorsement, 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:

- a.** Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
- b.** Available under the applicable Limits of Insurance shown in the Declarations,  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**State:** District of Columbia **First Filing Company:** American Zurich Insurance Company, ...  
**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability  
**Product Name:** 2016 Broad Form Additional Insured Filing - General Liability  
**Project Name/Number:** 39642/

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Readability Certificate
<b>Comments:</b>	Acknowledged
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Explanatory Memo
<b>Comments:</b>	
<b>Attachment(s):</b>	Explanatory Memo 0516.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

## **Explanatory Memorandum Zurich North America Commercial General Liability**

We are filing the below referenced endorsements that provide Additional Insured status to a person or organization that the Named Insured is required to add under a written contract or written agreement, subject to certain provisions. It is designed to modify the **Who Is An Insured** Section of ISO General Liability form CG0001.

### **U-GL-2115-A CW Broad Form Additional Insured-Blanket-Automatic-Energy-Including Sole Acts or Omissions**

- Coverage applies as follows:
  - To the extent such coverage is required by written contract or written agreement and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's acts / omissions or the acts / omissions of those acting on the Named Insured's behalf in the performance of The Named Insured's ongoing operations or "your work" as included in the "products-completed operations hazard";
  - With respect to liability for "bodily injury" to the Named Insured's "employee" or an employee of a subcontractor acting on the Named Insured's behalf but only to extent that the "bodily injury", regardless of fault is required by written contract or written agreement and such "bodily injury" arises in the performance of the Named Insured's ongoing operations or "your work" as included in the "products-completed operations hazard"; or
  - For the Additional Insured's sole acts / omissions and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" if coverage for sole acts or omissions of such additional insured is required by written contract or written agreement and the "bodily injury", "property damage" or "personal and advertising injury" results from the Named Insured's ongoing operations or "your work" completed as included in the "products-completed operations hazard" performed for the additional insured.
- Coverage only applies to the extent permitted by law and will not be broader than required by the written contract or written agreement.
- Professional architectural, engineering or surveying services are excluded.
- Coverage is primary and noncontributory as described.
- Except for the primary and noncontributory aspect, coverage applies on an excess basis.
- Coverage does not apply to an Additional Insured that has specifically been added by a Schedule.
- The most we will pay on behalf of the Additional Insured is lesser of that which is required by the written contract / written agreement or the Limits of Insurance.

### **U-GL-2116-A CW Broad Form Additional Insured-Blanket-Automatic-Energy**

- Coverage applies as follows:
  - To the extent such coverage is required by written contract or written agreement and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's acts / omissions or the acts / omissions of those acting on the Named Insured's behalf in the performance of The Named Insured's ongoing operations or "your work" as included in the "products-completed operations hazard";
  - With respect to liability for "bodily injury" to the Named Insured's "employee" or an employee of a subcontractor acting on the Named Insured's behalf but only to extent that the "bodily injury", regardless of fault is required by written contract or written agreement and such "bodily injury" arises in the performance of the Named Insured's ongoing operations or "your work" as included in the "products-completed operations hazard"; or
- Coverage only applies to the extent permitted by law and will not be broader than required by the written contract or written agreement.
- Professional architectural, engineering or surveying services are excluded.
- Coverage is primary and noncontributory as described.
- Except for the primary and noncontributory aspect, coverage applies on an excess basis.
- Coverage does not apply to an Additional Insured that has specifically been added by a Schedule.
- The most we will pay on behalf of the Additional Insured is lesser of that which is required by the written contract / written agreement or the Limits of Insurance.

### **U-GL-2117-A CW Broad Form Additional Insured-Scheduled-Energy-Including Sole Acts or Omissions**

- Coverage applies as follows:
  - To the extent such coverage is required by written contract or written agreement and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's acts / omissions or the acts / omissions of those acting on the Named Insured's behalf in the performance of The Named Insured's ongoing operations or "your work" as included in the "products-completed operations hazard";
  - With respect to liability for "bodily injury" to the Named Insured's "employee" or an employee of a subcontractor acting on the Named Insured's behalf but only to extent that the "bodily injury", regardless of fault is required by written contract or written agreement and such "bodily injury" arises in the performance of the Named Insured's ongoing operations or "your work" as included in the "products-completed operations hazard"; or
  - For the Additional Insured's sole acts / omissions and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" if coverage for sole acts or omissions of such additional insured is required by written contract or written agreement and the "bodily injury", "property damage" or "personal and advertising injury" results from the Named Insured's ongoing operations or "your work" completed as included in the "products-completed operations hazard" performed for the additional insured.
- Coverage only applies to the extent permitted by law and will not be broader than required by the written contract or written agreement.
- Professional architectural, engineering or surveying services are excluded.
- Coverage is primary and noncontributory as described.

- Except for the primary and noncontributory aspect, coverage applies on an excess basis.
- The most we will pay on behalf of the Additional Insured is lesser of that which is required by the written contract / written agreement or the Limits of Insurance.

#### **U-GL-2118-A CW Broad Form Additional Insured-Scheduled-Energy**

This endorsement contains the following characteristics:

- Coverage applies as follows:
  - To the extent such coverage is required by written contract or written agreement and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's acts / omissions or the acts / omissions of those acting on the Named Insured's behalf in the performance of The Named Insured's ongoing operations or "your work" as included in the "products-completed operations hazard";
  - With respect to liability for "bodily injury" to the Named Insured's "employee" or an employee of a subcontractor acting on the Named Insured's behalf but only to extent that the "bodily injury", regardless of fault is required by written contract or written agreement and such "bodily injury" arises in the performance of the Named Insured's ongoing operations or "your work" as included in the "products-completed operations hazard"; or
- Coverage only applies to the extent permitted by law and will not be broader than required by the written contract or written agreement.
- Professional architectural, engineering or surveying services are excluded.
- Coverage is primary and noncontributory as described.
- Except for the primary and noncontributory aspect, coverage applies on an excess basis.
- The most we will pay on behalf of the Additional Insured is lesser of that which is required by the written contract / written agreement or the Limits of Insurance.