



INSURED: Project Support Services, Inc.
POLICY NUMBER: 6025376390

POLICY PERIOD: 11/05/2023 - 11/5/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION / AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- 1. Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation**
 - A. Who Is An Insured** is amended to include as an 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, 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:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury;"
for which the additional insured seeks coverage.
 - 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 such person or organization's liability for:
 - a. "Bodily injury", "property damage" or "personal and advertising injury to the extent caused by:
 - (1) Your acts or omissions; or
 - (2) Acts or omissions of those acting on your behalf;in the performance of your ongoing operations specified in the written contract; or
 - b. "Bodily injury" or "property damage" to the extent caused by "your work" specified in the written contract or written agreement and included in the "products-completed operations hazard", but only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 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 insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:



- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. This insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.
- C. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.**, and replace them with the following:
2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
 3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

D. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;
- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are additional insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **Estates, Legal Representatives and Spouses** provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person insureds.

E. Blanket Waiver of Subrogation

The condition entitled **Transfer of Rights of Recovery Against Others To Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement 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 within the "products-completed operations hazard."

2. Amendment- Aggregate Limits of Insurance (Per Project)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A.1.**, and for all medical expenses caused by accidents under Coverage **A.2.**, which can be attributed only to ongoing operations at a single construction project:
1. A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.
 2. The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage **A.1.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under Coverage **A.2.** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under Coverage **A.1.** for damages or under Coverage **A.2.** for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.
 4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.
- B.** All:
1. Damages because of "personal and advertising injury", regardless of the number of construction projects involved;
 2. Damages under Coverage **A.1.** which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 3. Medical expenses under Coverage **A.2.** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project;
- will reduce the General Aggregate Limit shown in the Declarations, and shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.