

SPECIMEN MODEL WORDING. THIS FORM PROVIDES NO COVERAGE  
UNLESS ADOPTED AND ISSUED BY A LICENSED INSURER.

## ADDITIONAL INSURED: OWNERS, LESSEES OR CONTRACTORS MENLO REFERENCE FORM

*Menlo Form MENLO-GL-02 is an original document authored by Menlo Insurance Services. It corresponds to coverage commonly written on form CG 20 10, which is referenced for identification only.*

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties, and what is and is not covered. Throughout this form, the words “you” and “your” refer to the named insured shown in the declarations of the issuing policy, and the words “we”, “us”, and “our” refer to the insurer that adopts and issues this form. Other words and phrases that appear in quotation marks have the meanings given in the Definitions section at the end of this form.

### A. Scope of This Endorsement and the Schedule

1. This endorsement changes the Commercial General Liability Coverage Part to which it is attached. It adds each person or organization shown in the Schedule of this endorsement as an insured, on the terms and subject to the restrictions stated below. Except as stated in this endorsement, all terms of the Coverage Part remain unchanged, as confirmed in Section G.;
2. The Schedule of this endorsement identifies:
  - a. the name of each additional insured person or organization; and
  - b. the location of the covered operations performed for that person or organization.

If the Schedule states that its information is to be found in the Declarations, the corresponding entry in the Declarations completes the Schedule;

3. A person or organization is an additional insured under this endorsement only if, and only for as long as, it is identified in the Schedule. Coverage for a scheduled person or organization applies only to injury or damage arising out of operations at the location shown in the Schedule for that person or organization; and

4. A certificate of insurance does not amend the Schedule and does not confer insured status. Only this endorsement, or another endorsement to the Coverage Part, adds an insured.

### B. The Additional Insured Grant

1. The provisions of the Coverage Part that state who is an insured are amended to include, as an insured, each person or organization shown in the Schedule, but only for its liability for “bodily injury”, for “property damage”, or for “personal and advertising injury”, where, in whole or in part, the cause of the injury or damage is:
  - a. your own act or omission; or
  - b. an act or omission of anyone acting on your behalf;while your ongoing operations for the additional insured are performed at the location shown in the Schedule;
2. The causation requirement in B.1. is a condition of the grant and operates as follows:
  - a. if your acts or omissions, or those of persons acting on your behalf, are the sole cause of the injury or damage, the additional insured is covered;
  - b. if your acts or omissions, or those of persons acting on your behalf, contribute in

any part to the injury or damage, together with the acts or omissions of the additional insured or of others, the additional insured is covered; and

- c. if the injury or damage results solely from the acts or omissions of the additional insured, or of others not acting on your behalf, this endorsement provides the additional insured no coverage;
- 3. Coverage under this endorsement applies to an additional insured only while your operations for that additional insured are ongoing. Section C. states when that period ends;
- 4. This endorsement adds insureds; it does not add limits. The additional insured shares the Limits of Insurance stated in the Declarations with you and with every other insured, and nothing in this endorsement increases any of those limits, creates a reserved portion of any limit for the additional insured, or gives any insured priority over another in the application of the limits; and
- 5. While the additional insured honors the duties in F.1., we will defend it against a covered "suit" on the same terms on which the Coverage Part obligates us to defend you, with counsel we select, and the defense costs we incur are paid in addition to the Limits of Insurance. Our duties to defend and to pay the additional insured end when the applicable limit is exhausted, on the same footing as they end for you.

**C. When Coverage for the Additional Insured Ends**

- 1. The insurance this endorsement affords the additional insured does not extend to "bodily injury" or "property damage" that occurs after the earlier of the following times:
  - a. when all of the project work to be performed at the location shown in the Schedule, by the additional insured or on its behalf, has been completed, together with the materials, parts, and equipment supplied with that work. Service, maintenance, and repair visits are disregarded in deciding whether the project work is complete; or
  - b. when the portion of "your work" from which the injury or damage arises goes into its

intended use in the hands of a person or organization other than a contractor or subcontractor engaged, for a principal, on the same project;

- 2. The two cutoffs in C.1. operate independently, and the earlier one controls. The cutoff in C.1.a. looks at the project as a whole; the cutoff in C.1.b. looks at the particular portion of "your work" involved in the loss and ends coverage for that portion as soon as someone other than a fellow project contractor puts it to its intended use, even while other trades continue work elsewhere on the project;
- 3. Service visits, punch-list corrections, and warranty repairs performed after either cutoff in C.1. do not reinstate coverage under this endorsement for injury or damage occurring after the cutoff;
- 4. An illustration of C.1.b.: if you install a heating system in one wing of a building, the owner accepts that wing and begins operating the system, and a defect in the installation later injures an occupant of the wing while other trades are still at work elsewhere on the project, the injury occurs after the portion of "your work" at issue went into its intended use, and this endorsement does not respond to it, even though the project as a whole remains unfinished; and
- 5. Injury or damage occurring after the applicable cutoff falls, if anywhere, within the "products-completed operations hazard". This endorsement provides no coverage for that hazard; a separate completed operations additional insured endorsement is the instrument that addresses it.

**D. Exclusion Added by This Endorsement**

**Professional Architectural, Engineering, and Surveying Services.** The insurance this endorsement affords the additional insured does not extend to "bodily injury", to "property damage", or to "personal and advertising injury" that arises out of rendering, or failing to render, a professional service of the architectural, engineering, or surveying kind, including:

- 1. the preparation or approval of, or the failure to prepare or approve, plans, maps, surveys,

reports, opinions, shop drawings, field orders, change orders, drawings, or specifications; and

2. activities of a supervisory, inspection, architectural, or engineering nature.

This exclusion applies even if the claim against the additional insured alleges negligence or another wrongdoing in how others were supervised, hired, employed, trained, or monitored, where the underlying cause of the injury or damage is the rendering, or the failure to render, of such a professional service.

**E. Caps Imposed by the Contract and by Law**

1. **Extent Permitted by Law.** The insurance afforded to the additional insured under this endorsement applies only to the extent permitted by law. If a statute, including an anti-indemnity statute governing construction agreements, prohibits or limits the coverage this endorsement would otherwise provide, the coverage is void or limited to the same extent, and nothing in this endorsement or in any contract requires us to provide what that law forbids;
2. **No Broader Than the Contract.** If a contract or agreement requires you to provide the additional insured with coverage, the insurance afforded to the additional insured under this endorsement will not be broader than the coverage that you are required by that contract or agreement to provide. Hazards, locations, time periods, and coverages that the contract or agreement does not require you to insure for the additional insured are not covered by this endorsement, whatever the Schedule says;
3. **The Payment Ceiling.** If a contract or agreement requires you to provide the additional insured with coverage, our payment obligation on the additional insured’s behalf tops out at the lesser of:
  - a. the amount of insurance that the contract or agreement requires you to provide; and
  - b. the applicable Limits of Insurance available under the Coverage Part at the time the payment is made;

This E.3. does not increase, restore, or reserve any Limit of Insurance. Payments made for you or for any other insured erode the shared limits

first come, first served, and the additional insured takes whatever remains; and

4. **A Worked Consequence.** If the contract requires you to provide the additional insured \$1,000,000 of coverage per occurrence, and the applicable aggregate limit has been reduced by earlier payments to \$400,000 when the additional insured’s claim is paid, the most we will pay on that claim for the additional insured is \$400,000. If instead the contract requires only \$500,000 and the full limits remain available, the most we will pay for the additional insured is \$500,000.

**F. Duties of the Additional Insured and Other Insurance**

1. **Claim Duties.** The additional insured holds insured status subject to the same conditions that apply to every other insured under the Coverage Part. In particular, as a condition of coverage under this endorsement, the additional insured must:
  - a. make sure that notice of an “occurrence” or offense that may lead to a claim against the additional insured reaches us as soon as practicable;
  - b. if a claim is made or a “suit” is brought against the additional insured, notify us as soon as practicable, and immediately send us copies of every demand, notice, summons, and legal paper received;
  - c. cooperate with us as we investigate, settle, or defend the claim or “suit”;
  - d. make no voluntary payment, assume no obligation, and incur no expense, other than for first aid, without our consent, except at the additional insured’s own cost; and
  - e. tender the defense and indemnity of the claim or “suit” to every other insurer whose policy also provides the additional insured coverage for the same loss, and give us written notice of each such tender;
2. **Other Insurance Held by the Additional Insured.** Unless a written contract or agreement between you and the additional insured, executed before the “occurrence” or offense, requires this insurance to be primary and to apply without seeking contribution from the

additional insured's own insurance, the coverage this endorsement affords the additional insured is subject to the Other Insurance condition of the Coverage Part as written. Where such a contract or agreement exists, the primary and noncontributory treatment it requires is delivered by the endorsement to the Other Insurance condition issued for that purpose; this endorsement, by itself, does not alter the Other Insurance condition;

3. **Our Rights of Recovery.** The Coverage Part's condition transferring the insured's rights of recovery to us applies to the additional insured in the same way it applies to you. A waiver of our recovery rights in favor of any person or organization is effective only if made in writing before the loss, or granted by a separate endorsement issued for that purpose; and
4. **No Notice Obligations to the Additional Insured.** We have no duty to notify the additional insured that this policy has been canceled, not renewed, or changed by endorsement, that its Schedule has been amended, or that payments for you or for other insureds have reduced the shared limits, except where a separate endorsement or a statute of the governing state imposes that duty. An additional insured that wants those assurances must obtain them by contract from you or by endorsement from us.

### G. Effect on Other Terms

This endorsement changes the Coverage Part only as stated in Sections A. through F. All other terms, conditions, exclusions, limits, and definitions of the Coverage Part continue to apply, both to you and to each additional insured, and nothing in this endorsement restores coverage that any exclusion or condition of the Coverage Part removes.

### H. Definitions

1. The terms shown in double quotation marks in this endorsement, including "bodily injury", "property damage", "personal and advertising injury", "occurrence", "suit", "products-completed operations hazard", and "your work", have the meanings given to them in the Definitions section of the Coverage Part this endorsement changes; and

2. In this endorsement, additional insured means a person or organization shown in the Schedule, and contract or agreement means a written contract or agreement between you and the additional insured under which you are required to add that person or organization as an insured on this Coverage Part.

### Important Notice

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