

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

ADDITIONAL INSURED: COMPLETED OPERATIONS MENLO REFERENCE FORM

Menlo Form MENLO-GL-03 is an original document authored by Menlo Insurance Services. It corresponds to coverage commonly written on form CG 20 37, 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, but only for the completed operations exposure described in Section B. Except as stated in this endorsement, all terms of the Coverage Part remain unchanged, as confirmed in Section F.;
2. The Schedule of this endorsement identifies:
 - a. the name of each additional insured person or organization; and
 - b. the location and description of the completed operations covered 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 “your work” 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. Because completed operations claims arrive in later policy years, the protection this endorsement describes exists in a given policy year only if the endorsement, with the project carried on its Schedule, is attached to that year’s policy.

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” or for “property damage”:
 - a. that “your work”, performed for the additional insured at the location shown in the Schedule, caused in whole or in part; and
 - b. that falls within the “products-completed operations hazard”;
2. The causation requirement in B.1.a. is a condition of the grant and operates as follows:
 - a. if “your work” is the sole cause of the injury or damage, the additional insured is covered;
 - b. if “your work” contributes 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, with no causal contribution from “your work”, this endorsement provides the additional insured no coverage;

- 3. The work connection in B.1.a. confines the grant to “your work” for that additional insured at the scheduled location. The additional insured borrows no protection under this endorsement for hazards unrelated to the work it engaged you to perform, for work you performed for others, or for work at other locations;
- 4. This endorsement does not extend “personal and advertising injury” coverage to the additional insured. The hazard it addresses is defined around “bodily injury” and “property damage” that arise from finished work; and
- 5. This endorsement adds an insured; 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 limit, creates a reserved portion of any limit for the additional insured, or gives any insured priority over another in the application of the limits. Section E.3. describes how completed operations payments erode the shared aggregate.

C. The Hazard Gate

- 1. The grant in Section B. responds only to injury or damage within the “products-completed operations hazard”, as the Coverage Part defines that term: “bodily injury” or “property damage” that occurs away from premises you own or rent and that arises out of “your work”, once the work is completed or abandoned;
- 2. Under the Coverage Part’s definition, “your work” is treated as completed at the earliest of the following times:
 - a. when every part of the work your contract calls for has been completed;
 - b. if your contract calls for work at more than one job site, when all of the work to be done at a given site has been completed; and

- c. when the portion of the work done at a job site goes into its intended use in the hands of a person or organization other than a contractor or subcontractor engaged on the same project.

Work otherwise complete is treated as completed even though it may still need service, maintenance, correction, repair, or replacement. A punch list does not hold finished work outside the hazard, and a warranty visit does not convert completed work back into ongoing operations;

- 3. The earliest-of structure in C.2. pulls losses into the completed operations compartment sooner than the project calendar suggests. An installation turned over to the owner and operating, a paved area opened to traffic, or a finished floor occupied by tenants has gone into its intended use even while other trades continue work elsewhere on the project; and
- 4. Injury or damage that occurs before the work is completed or abandoned falls outside this endorsement. That exposure is the subject of the ongoing operations additional insured endorsement, whose coverage ends at the same boundary where this endorsement’s coverage begins. The two endorsements are complements with a common boundary, not substitutes, and a contract requiring protection for both phases of the work is satisfied only when both are attached.

D. 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 agreed in that contract or agreement to provide. Projects, hazards, and time periods 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; and

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 D.3. does not increase, restore, or reserve any Limit of Insurance. A contract requiring a stated amount of coverage marks the ceiling of what this endorsement delivers if capacity remains; it does not guarantee that the stated amount will still be available when the additional insured's claim is paid.

E. Duties of the Additional Insured and Operation of the Limits

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" 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. **Defense.** While the additional insured honors the duties in E.1., we will defend it against a covered "suit" on the same terms on which the Coverage Part obligates us to defend you, 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;

3. **The Shared Aggregate.** Damages covered by this endorsement fall within the "products-completed operations hazard" and therefore erode the Products-Completed Operations Aggregate Limit of the Coverage Part, not its General Aggregate Limit. That aggregate is a single pool for the policy period, shared by you and by every insured whose completed operations claims the Coverage Part covers, across every project. Payments erode it in the order they are made, no portion of it is reserved for any one insured or project, and we have no duty to notify the additional insured as the pool is reduced. When that aggregate is exhausted, our duties to defend and to pay end for all further claims subject to it in that policy period, including claims against an additional insured whose own project had produced no earlier claims;

4. **Other Insurance Held by the Additional Insured.** Unless a written contract or agreement between you and the additional insured, executed before the "occurrence", requires this insurance to be primary and to apply without seeking contribution from the additional insured's own insurance, the coverage this endorsement affords 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; and

5. 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.

F. Effect on Other Terms

This endorsement changes the Coverage Part only as stated in Sections A. through E. 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. This endorsement covers no injury or damage occurring before it takes effect, or occurring after the policy period of its Coverage Part ends; protection for later policy periods requires the endorsement to be attached, with the project scheduled, in each of those periods.

G. Definitions

1. The terms shown in double quotation marks in this endorsement, including "bodily injury", "property damage", "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 for completed operations.

Important Notice

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