

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

## **ADDITIONAL INSURED: DESIGNATED PERSON OR ORGANIZATION MENLO REFERENCE FORM**

*Menlo Form MENLO-GL-05 is an original document authored by Menlo Insurance Services. It corresponds to coverage commonly written on form CG 20 26, 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. What This Endorsement Changes**

1. This endorsement changes the Commercial General Liability Coverage Part to which it is attached by adding each person or organization named in its Schedule as an insured, on the terms stated below. 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 states the name of each additional insured person or organization. If the Schedule directs the reader to the Declarations, the corresponding entry in the Declarations completes the Schedule;
3. Insured status under this endorsement belongs only to the person or organization the Schedule identifies. An affiliate, parent, subsidiary, member, or successor of a scheduled entity is not an insured unless it is separately named in the Schedule;
4. No written contract or agreement between you and the scheduled person or organization is required for this endorsement to apply. Sections D.2. and D.3. state how an existing contract limits the coverage; and
5. A certificate of insurance does not add a name to the Schedule and grants no insured status. Insured status is created only by this endorsement or by another endorsement to the Coverage Part.

### **B. The Additional Insured Grant**

1. The provisions of the Coverage Part stating who is an insured are amended to include, as an insured, each person or organization named in the Schedule, but only with respect to its liability for “bodily injury”, for “property damage”, or for “personal and advertising injury”, where the cause of the injury or damage is, in whole or in part:
  - a. your acts or omissions; or
  - b. the acts or omissions of a person or organization acting on your behalf;
 and arising as described in B.2.;
2. The injury or damage must arise:
  - a. out of the performance of your ongoing operations; or
  - b. in connection with premises you own or premises rented to you;
 Either path in this B.2. is sufficient, and the operations path in B.2.a. does not require that the operations be performed for the additional insured;
3. The causation standard in B.1. operates as follows:
  - a. the additional insured is covered if the injury or damage is caused entirely by your acts

or omissions or by those of persons acting on your behalf;

- b. the additional insured is covered if your acts or omissions, or those of persons acting on your behalf, combine with the additional insured's own acts or omissions, or with those of others, to cause the injury or damage; and
- c. the additional insured is not covered if the injury or damage results solely from its own acts or omissions or solely from those of persons not acting on your behalf;

- 4. The operations path in B.2.a. reaches only operations that are ongoing. "Bodily injury" or "property damage" occurring after the operations from which the injury or damage arises have been completed, or after the portion of "your work" involved has gone into its intended use in the hands of someone other than a contractor working on the same project, is not within B.2.a., whatever the "products-completed operations hazard" of the Coverage Part would otherwise provide for you;
- 5. This endorsement adds insureds and does not add limits. Each additional insured shares the Limits of Insurance stated in the Declarations with you and with every other insured, and no provision of this endorsement increases those limits or reserves any part of them for an additional insured; and
- 6. While the additional insured complies with 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. Our duties to defend and to pay end for the additional insured when the applicable limit is exhausted, just as they end for you.

**C. What This Endorsement Does Not Cover**

- 1. The insurance afforded by this endorsement does not apply to the additional insured's liability for:
  - a. "bodily injury" or "property damage" described in B.4., which falls, if anywhere, within the "products-completed operations hazard";
  - b. injury or damage arising out of structural alterations, new construction, or demolition

operations performed by the additional insured or on its behalf; or

- c. injury or damage resulting solely from the additional insured's own acts or omissions, as stated in B.3.c.; and
- 2. Every exclusion of the Coverage Part applies to the additional insured in the same way it applies to you. This endorsement removes no exclusion and restores no coverage an exclusion takes away.

**D. Caps Imposed by Law and by Contract**

- 1. **Extent Permitted by Law.** The insurance afforded to the additional insured applies only to the extent the law permits. If a statute prohibits or restricts the coverage this endorsement would otherwise provide, the coverage is void or restricted to the same extent, and no contract obligates us to provide what that law forbids;
- 2. **The Contract Ceiling on Scope.** If a contract or agreement requires you to procure additional insured coverage for the scheduled person or organization, the insurance afforded by this endorsement is no broader than that contract or agreement requires. Coverages, hazards, locations, and time periods the contract does not require are outside this endorsement for that additional insured, whatever the Schedule states. If no such contract exists, this D.2. imposes no restriction;
- 3. **The Contract Ceiling on Amount.** If a contract or agreement requires you to procure a stated amount of insurance for the scheduled person or organization, the most we will pay on the additional insured's behalf is the lesser of:
  - a. the amount of insurance that contract or agreement requires; and
  - b. the applicable Limits of Insurance remaining available under the Coverage Part when payment is made;

This D.3. neither increases nor reserves any Limit of Insurance; and

- 4. **A Worked Consequence.** Suppose a venue license requires you to provide the scheduled venue \$500,000 of coverage and the policy carries a \$1,000,000 occurrence limit. The most we will pay on the venue's behalf for one

“occurrence” is \$500,000. If instead no contract exists because the venue was simply named in the Schedule at your request, D.2. and D.3. impose no ceiling and the venue shares the full available limits under B.5.

#### E. Duties of the Additional Insured and Other Insurance

1. **Claim Duties.** The additional insured holds its status subject to the conditions of the Coverage Part. As a condition of coverage under this endorsement, the additional insured must:
  - a. make sure that notice of an “occurrence” or offense likely to produce a claim against the additional insured reaches us as soon as practicable;
  - b. notify us as soon as practicable if a claim is made or a “suit” is brought against it, and promptly send us copies of all demands, notices, summonses, and legal papers it receives;
  - c. cooperate with us in the investigation, settlement, and defense of the claim or “suit”; and
  - d. make no voluntary payment, assume no obligation, and incur no expense, other than for first aid, without our consent, except at its own cost;
2. **Other Insurance.** The coverage this endorsement affords the additional insured is subject to the Other Insurance condition of the Coverage Part as written. If a written contract or agreement executed before the “occurrence” or offense requires this insurance to be primary to, and noncontributory with, the additional insured’s own insurance, that treatment is delivered by the separate endorsement issued for that purpose, and this endorsement does not by itself change the Other Insurance condition;
3. **Rights of Recovery.** The condition of the Coverage Part transferring rights of recovery to us applies to the additional insured as it applies to you. Any waiver of those rights in favor of a person or organization is effective only if made in writing before the loss or granted by a separate endorsement; and
4. **No Notice Duties to the Additional Insured.** We owe the additional insured no duty to advise

it of cancellation, nonrenewal, endorsement changes, Schedule amendments, or erosion of the shared limits, unless a separate endorsement or a governing statute imposes that duty.

#### 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 to you and to each additional insured alike.

#### G. 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 named in the Schedule, and contract or agreement means a written contract or written agreement between you and that person or organization in effect before the “occurrence” or offense to which this insurance applies.

#### Important Notice

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