

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED ENDORSEMENT WITH PRIMARY/ NONCONTRIBUTORY AND TRANSFER OF RIGHTS WORDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown on the SCHEDULE, but 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 for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured listed in the SCHEDULE above provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, “your product” or “your work” done under a written contract with that person or organization and included in the “product-completed operations hazard”. This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective **04/12/2024**
forms part of Policy Number **LHC857188**
issued to **Pioneer Healthcare Services, LLC**
by **Landmark American Insurance Co**

Endorsement No.:

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WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

In consideration of the premium charged, it is agreed that **Part IV. General Conditions, . Subrogation** is deleted in its entirety and replaced with the following:

. Subrogation

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the loss to prejudice such rights.

However, the Company will waive any right of recovery that the Company may have against the person or organization because of payment the Company makes for **Damages** or **Claims Expenses** arising out of a negligent act, error or omission in the performance of professional services by the Insured (as described in the Declarations) under a written contract with that person or organization.

This endorsement effective **04/12/2024**
Forms part of Policy Number **LHC857188**
Issued to **Pioneer Healthcare Services, LLC**
by **Landmark American Insurance Co**
Endorsement No.:

