

What to Look for in Additional Insured Endorsements

- **Additional Insured Status v. Indemnification**
 - Indemnification agreements unenforceable in some states
 - Indemnity agreements may not cover AIs sole negligence
 - AI provides defense coverage
 - Insulate insurance program from claims
- **Scope of Coverage**
 - All provisions of the policy also apply to the additional insured
 - Separation of Insureds clause
 - Limits shared
 - Certain exclusions and deductibles may not apply
- **Other Insurance**
 - Conflicts between AI and GC's own policy
 - Effect of indemnity
 - Intent of parties – (specify in subcontract)
 - Horizontal vs. Vertical exhaustion
- **Specifically Named vs. Blanket AI**
 - Specifically listed in endorsement
 - Blanket endorsement states: “that insured has agreed in writing”
 - Work performed for AI
- **Liability “arising out of” not “caused by” or “resulting from”**
 - Causation v. Nexus
 - “but for” not “proximate cause”
- **Completed Operations**
 - Liability arising out of “ongoing operations”
 - Ongoing operations v. completed operations
 - Specific exclusions
 - Policy triggered must name GC as AI
- **Preventing Subrogation**
 - Subrogation by insurer against third party who caused damage
 - An additional insured is immune from subrogation