

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDOMINIUMS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED (Section II) is amended to include the following as an insured:
  - a. The developer in the developer's capacity as a unit owner, but only with respect to the developer's liability arising out of:
    - 1) The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
    - 2) The developer's membership in the association.However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.
  - b. Each other unit owner of the described condominium, but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit owner or out of that person's membership in the association.
2. Add the following to paragraph 2. of CANCELLATION (Common Policy Conditions):

We may cancel this Coverage Part by mailing or delivering to:

  - a. The first Named insured, and
  - b. Each unit owner to whom certificates of insurance have been issuedwritten notice of cancellation at least 30 days before the effective date of cancellation.
3. The following is added to Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV):

We waive any rights which the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition may give us against:

  - a. Any unit owner, including the developer, and household members;
  - b. The association; and
  - c. Members of the board of directors for acts or omissions within the scope of their duties for you.We reserve our right, however, to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.
4. The following Condition is added to Commercial General Liability Conditions (Section IV):

Acts or Omissions by Unit Owners. No act or omission by any unit owner unless acting within the scope of the unit owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy.