**ENDORSEMENT**

**This endorsement, effective 12:01 AM:**

**Forms a part of policy no.:**

**ADDITIONAL INSURED ENDORSEMENT**

**(SCHEDULED AND REQUIRED BY CONTRACT) - Minnesota**

This endorsement modifies insurance provided by the Policy:

**SCHEDULE**

**Name of Additional Insured:**

Paragraph **11.** of Section **VII. DEFINITIONS** is deleted in its entirety and replaced with the following:

**11. You or your** means the individual, partnership, or corporation designated as Named Insured in Item 1 of the Declarations. This includes any partner, officer, director, medical director, employee, trustee or volunteer thereof, but only for acts within the scope of their employment by **you. You** or **your** may also include any person or organization listed in the schedule above (hereinafter, **Additional Insured**) subject to the below condition and all policy terms and conditions.

The person or organization shown in the Schedule above is included as an **Additional Insured** if **you** are obligated by virtue of a written contract to provide insurance to such person or organization of the type afforded by this Policy, but only with respect to liability arising out of operations conducted by **you** or on **your** behalf.

Notwithstanding any provision in the written contract between **you** and the person or organization shown in the Schedule above to the contrary, the person or organization shown in the Schedule above shall not be construed as a person or organization acting on **your** behalf and there shall be no coverage with respect to liability for injury or damages arising out of any act or omission of such person or organization.

In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract, the insurance provided by this endorsement shall be limited to the Limits of Insurance (inclusive of any applicable self-insured retention) required by the written contract. The Limits of Insurance (inclusive of any applicable self-insured retention) provided by this Policy shall not be increased for any reason, including any failure, refusal or inability of any **Additional** **Insured** to pay any amounts due thereunder. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an **Additional** **Insured** shown in the Schedule above shall be excess over any other valid and collectible insurance or self-insured retention available to the **Additional** **Insured** whether primary, excess, contingent or on any other basis, unless the written contract with the **Additional** **Insured** specifically requires that this insurance be primary and non-contributory with any other insurance carried by the **Additional Insured**. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the **Additional** **Insured**.

In the event of payment under the Policy, **we** waive our right of subrogation against any person or organization shown in the Schedule above or insured under any other policy issued by us with respect to the same loss where the **Named Insured** has waived liability of such person or organization as part of a written contractual agreement between the **Named Insured** and such person or organization, which was executed prior to the effective date of this endorsement and prior to the **wrongful act**.

In accordance with the terms and conditions of the Policy, as soon as practicable, each additional **Insured** must give **us** or our agent prompt notice of any **wrongful act** which may result in a **claim**, forward all legal papers to **us**, cooperate in the defense of any actions, and otherwise comply with all of the Policy’s terms and conditions. Failure to comply with this provision may, at **our** option, result in the **claim** or suit being denied.

All other terms and conditions of the policy remain the same.

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Authorized Representative