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# Washington USL&H Assigned Risk Plan

*Insurance for United States Longshore & Harbor Workers' Act*

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## **2. Waiver of Right to Recover From Others (Waiver of Subrogation)**

A. Insureds may add a “Waiver of Our Right to Recover From Others Endorsement” to their policy subject to the following conditions:

1. This endorsement applies only to the extent that the Insured performs work under a written contract that requires the Insured to obtain this endorsement, and
2. The specific person or organization for which the work is performed under written contract must be named on the endorsement, and
3. Work performed for such named person or organization that is covered by this endorsement must be specifically described in the endorsement, and
4. An additional premium charge of 10% is applied to the premium otherwise charged for the work described in this endorsement subject to a \$250 minimum premium per policy for this endorsement.

B. Work covered by this endorsement must be specifically described on the endorsement in one of the following ways:

1. “All work performed under written contract for (insert name of specific person or organization) if a waiver of subrogation is required by the contract and the contract is signed and dated prior to the date of loss to which the waiver applies.”
2. “For work performed under written contract (insert contract # or other specific reference to contract) for (insert name of specific person or organization) if a waiver of subrogation is required by the contract and the contract is signed and dated prior to the date of loss to which the waiver applies.”
3. “For work on (name of project or name of vessel or other specific description of work) that is performed under written contract for (insert name of specific person or organization) if a waiver of subrogation is required by the contract and the contract is signed and dated prior to the date of loss to which the waiver applies.”

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

The premium charge is 10% of the premium developed in conjunction with work done for the above entity(s) subject to \$250 minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured  
Insurance Company

Policy No.  
Insurance Company

Endorsement No.  
Policy Effective Date

Countersigned By \_\_\_\_\_