



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

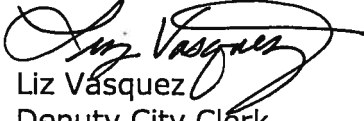
February 14, 2018

Carl Warren & Company
17862 E. 17th Street, Suite#111
Tustin, CA 92780

Enclosed is a copy of the Amendment No.1 to the agreement by and between the City of Garden Grove and Carl Warren & Company, to provide third party liability claims administration for the City.

Sincerely,

Teresa Pomeroy
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Finance Department/Risk Management

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Provide Third Party Liability Claims Administration

This Amendment No. 1 to Provide Third Party Liability Claims Administration for the City of Garden Grove is made and entered into this 13th day of February 2018, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and CARL WARREN & COMPANY, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 152711 effective February 24, 2015.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, It is mutually agreed, by and between the parties as follows:

Section 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from March 1, 2018 to February 28, 2019.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$324,000.00 to a new Firm Fixed Price of \$435,780.00. This is an increase of \$111,780.00 to cover the first option year.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 2/12/18

"CITY"
CITY OF GARDEN GROVE

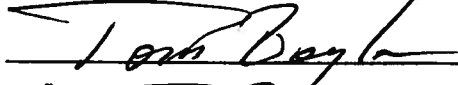
By: 
City Manager

ATTESTED:


City Clerk

Date: 2/13/18

"CONTRACTOR"
CARL WARREN & COMPANY

By: 
Name: TOM BOYLAN
Title: PRESIDENT
Date: 1-23-18

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney
1-30-18
Date

Attachment "A"



CARL WARREN & COMPANY
Claims Management and Solutions

January, 11, 2018

City of Garden Grove
Risk Management
11222 Acacia Parkway
Garden Grove, CA 92840

Attention: Karen Harris, Principal Risk/Administrative Analyst
Regarding: Consultant Agreement for Request for Proposal (RFP) S-1139
Third Party Claims Administration

Dear Karen:

On behalf of the employee-owners of Carl Warren & Company, I would like to thank the City of Garden Grove., hereinafter referred to as "the City" for 34 years of partnership. We are proud to be the TPA for the City of Garden Grove.

Pursuant to the Consultant Agreement dated on January 28, 2014, relative to RFP S-1139, Schedule B attached, please find the price proposal for the second-year option and fifth-year of the consultant agreement of the aforementioned contract dates. The fee will be \$108,000 plus the Consumer Price Index (CPI) for Los Angeles/Orange/Riverside Counties.

The most current CPI listing is provided in the document below. The current CPI listing is 3.5% for December 2017.

3.5% of \$108,000 = \$3,780.



consumerpriceindex_
losangeles_20171213

Price Proposal

Contract Dates: March 1, 2018 to February 28, 2019
\$108,000 + \$3,780 (3.5% CPI) = **\$111,780.**

We hope to continue to build on what we have created together over the last 34 years. If you have any questions, please do not hesitate to contact me.

Sincerely,

Richard McAbee, Chief Marketing Officer
Carl Warren & Company
Tel: (602) 485-8228 ext. 101 | rmcabee@carlwarren.com

An Employee-Owned Company
11209 N. Tatum Boulevard, Suite 130, Phoenix, AZ 85028
Direct: 602-485-8228, ext. 101 | rmcabee@carlwarren.com
CA License #2607296

NEWS RELEASE

BUREAU OF LABOR STATISTICS

U. S. D E P A R T M E N T O F L A B O R



For Release: Wednesday, December 13, 2017

17-1650-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSInfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

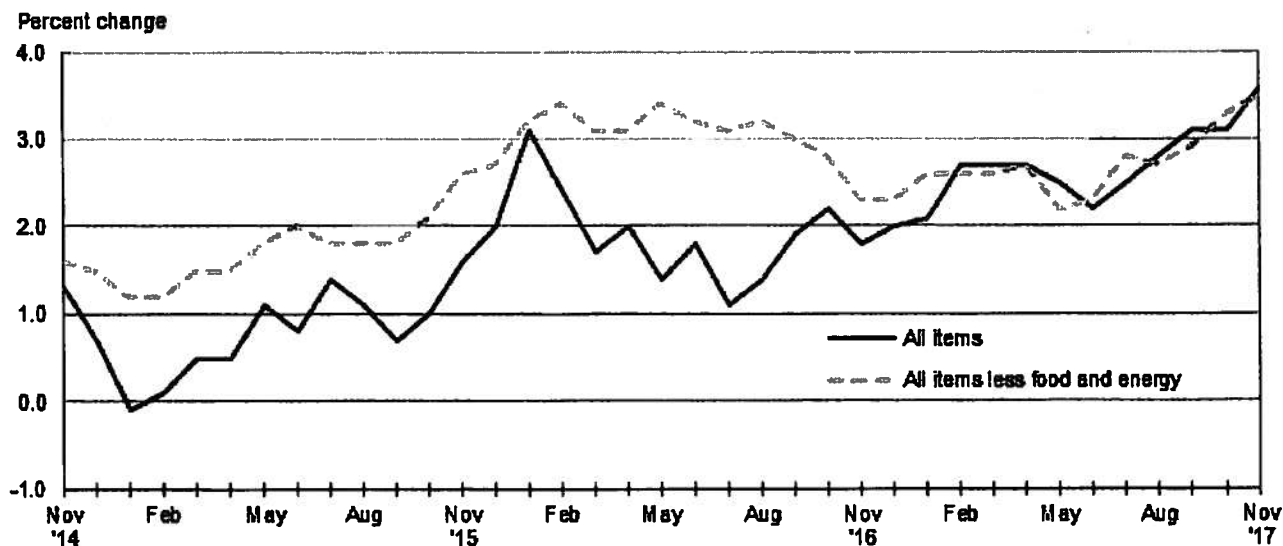
Consumer Price Index, Los Angeles area — November 2017

Area prices were up 0.1 percent over the past month, up 3.6 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), edged up 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. (See table A.) Assistant Commissioner for Regional Operations Richard Holden noted that the November increase was influenced by higher prices for gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 3.6 percent. (See chart 1 and table A.) Energy prices advanced 6.9 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 3.5 percent over the year. (See table 1.)

Chart 1. Over-the-year percent change in CPI-U, Los Angeles, November 2014–November 2017



Source: U.S. Bureau of Labor Statistics.

Food

Food prices rose 0.2 percent for the month of November. (See table 1.) Prices for food at home and prices for food away from home both increased 0.2 percent for the month.

Over the year, food prices advanced 2.2 percent. Prices for food away from home moved up 4.7 percent since a year ago, and prices for food at home rose 0.3 percent.

Energy

The energy index advanced 1.9 percent over the month. The increase was mainly due to higher prices for gasoline (5.6 percent). Prices for natural gas service fell 13.3 percent, and prices for electricity decreased 0.2 percent for the same period.

Energy prices advanced 6.9 percent over the year, largely due to higher prices for gasoline (15.0 percent). Prices paid for natural gas service decreased 7.6 percent, and prices for electricity moved down 2.6 percent during the past year.

All items less food and energy

The index for all items less food and energy edged down 0.1 percent in November. Lower prices for apparel (-4.2 percent) and household furnishings and operations (-1.3 percent) were partially offset by higher prices for education and communication (0.1 percent) and medical care (0.1 percent).

Over the year, the index for all items less food and energy increased 3.5 percent. Components contributing to the increase included other goods and services (5.2 percent) and shelter (4.4 percent). Partly offsetting the increases was a decline in apparel prices (-2.6 percent).

Table A. Los Angeles-Riverside-Orange County CPI-U monthly and annual percent changes (not seasonally adjusted)

Month	2012		2013		2014		2015		2016		2017	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
January.....	0.8	2.1	0.8	2.0	0.5	0.8	-0.3	-0.1	0.7	3.1	0.9	2.1
February.....	0.5	2.1	0.7	2.2	0.5	0.5	0.7	0.1	0.0	2.4	0.6	2.7
March.....	1.0	2.0	0.1	1.3	0.6	1.0	1.0	0.5	0.3	1.7	0.3	2.7
April.....	0.0	1.5	-0.4	0.9	0.0	1.4	-0.1	0.5	0.2	2.0	0.2	2.7
May.....	0.1	1.6	0.1	1.0	0.4	1.7	1.0	1.1	0.5	1.4	0.3	2.5
June.....	-0.4	1.6	-0.1	1.4	0.1	1.8	-0.3	0.8	0.1	1.8	-0.2	2.2
July.....	-0.1	1.9	-0.1	1.3	0.1	2.0	0.7	1.4	0.0	1.1	0.3	2.5
August.....	0.6	2.3	0.1	0.8	-0.1	1.8	-0.3	1.1	0.0	1.4	0.3	2.8
September.....	0.4	2.2	0.2	0.6	0.0	1.7	-0.4	0.7	0.2	1.9	0.4	3.1
October.....	0.8	3.0	0.1	-0.1	-0.1	1.4	0.2	1.0	0.4	2.2	0.4	3.1
November.....	-1.0	2.1	-0.5	0.4	-0.7	1.3	0.0	1.6	-0.4	1.8	0.1	3.6
December.....	-0.7	1.9	0.0	1.1	-0.5	0.7	-0.1	2.0	0.0	2.0		

The December 2017 Consumer Price Index for the Los Angeles-Riverside-Orange County is scheduled to be released on January 12, 2018.

Consumer Price Index Geographic Revision for 2018

In January 2018, BLS will introduce a new geographic area sample for the Consumer Price Index (CPI). As part of the new sample, Los Angeles and Riverside will have separate indexes. The first indexes using the new structure will be published in February 2018. Additional information on the geographic revision is available at: www.bls.gov/cpi/georevision2018.htm.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 89 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 28 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 6,000 housing units and approximately 24,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/homch17_a.htm.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Riverside-Orange County, CA. metropolitan area covered in this release is comprised of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Los Angeles-Riverside-Orange County, CA (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Sep. 2017	Oct. 2017	Nov. 2017	Nov. 2016	Sep. 2017	Oct. 2017
Expenditure category						
All Items	257.890	258.883	259.135	3.6	0.5	0.1
All Items (1987=100)	781.921	764.857	765.598	-	-	-
Food and beverages	256.658	255.959	256.382	2.2	-0.1	0.2
Food	257.052	256.111	256.505	2.2	-0.2	0.2
Food at home	255.480	253.154	253.543	0.3	-0.8	0.2
Food away from home	255.150	255.903	256.297	4.7	0.4	0.2
Alcoholic beverages	235.761	238.576	239.398	0.9	1.5	0.3
Housing	289.765	292.390	291.580	3.6	0.6	-0.3
Shelter	333.103	335.768	335.881	4.4	0.8	0.0
Rent of primary residence(1)	351.705	353.494	355.126	4.9	1.0	0.6
Owners' equiv. rent of residences(1)(2)	346.413	347.802	349.187	4.4	0.8	0.4
Owners' equiv. rent of primary residence(1)(2)	346.393	347.782	349.168	4.4	0.8	0.4
Fuels and utilities	305.195	311.873	304.861	-0.1	-0.1	-2.2
Household energy	261.575	270.310	261.185	-3.7	-0.1	-3.4
Energy services(1)	280.165	269.104	259.764	-3.8	-0.2	-3.5
Electricity(1)	290.669	305.746	305.281	-2.6	5.0	-0.2
Utility (piped) gas service(1)	234.905	231.530	200.877	-7.6	-14.6	-13.3
Household furnishings and operations	115.323	116.083	114.541	-0.1	-0.7	-1.3
Apparel	106.412	108.180	103.689	-2.6	-2.6	-4.2
Transportation	201.216	199.790	204.715	7.5	1.7	2.5
Private transportation	197.983	195.800	200.934	8.3	1.5	2.6
Motor fuel	242.911	235.084	248.485	15.1	2.3	5.7
Gasoline (all types)	237.612	229.829	242.785	15.0	2.2	5.6
Gasoline, unleaded regular(3)	238.002	229.964	243.118	15.1	2.1	5.7
Gasoline, unleaded midgrade(3)(4)	228.143	222.150	233.178	14.5	2.2	5.0
Gasoline, unleaded premium(3)	227.211	220.764	232.503	14.6	2.3	5.3
Medical care	476.051	476.481	476.833	2.9	0.2	0.1
Recreation(5)	107.941	108.214	108.176	2.7	0.2	0.0
Education and communication(5)	144.088	144.561	144.767	1.9	0.5	0.1
Other goods and services	416.085	415.032	413.485	5.2	-0.6	-0.4
Commodity and service group						
All Items	257.890	258.883	259.135	3.6	0.5	0.1
Commodities	177.703	177.190	177.916	3.3	0.1	0.4
Commodities less food & beverages	136.491	136.079	136.892	4.1	0.3	0.6
Nondurables less food & beverages	181.027	180.167	181.792	6.1	0.4	0.9
Durables	92.806	92.836	92.847	0.5	0.0	0.0
Services	329.259	331.604	331.427	3.7	0.7	-0.1
Special aggregate indexes						
All items less medical care	248.445	249.457	249.702	3.6	0.5	0.1
All items less shelter	224.951	225.188	225.503	3.0	0.2	0.1
Commodities less food	140.804	140.471	141.294	4.0	0.3	0.6
Nondurables	219.879	219.074	220.181	4.0	0.1	0.5
Nondurables less food	186.488	185.805	187.412	5.7	0.5	0.9
Services less rent of shelter(2)	332.833	334.750	334.144	2.7	0.4	-0.2
Services less medical care services	316.929	319.365	319.211	3.9	0.7	0.0
Energy	250.977	249.477	254.283	6.9	1.3	1.9
All items less energy	260.370	261.559	261.468	3.3	0.4	0.0

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Los Angeles-Riverside-Orange County, CA (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Sep. 2017	Oct. 2017	Nov. 2017	Nov. 2016	Sep. 2017	Oct. 2017
All items less food and energy	261.277	262.629	262.656	3.5	0.5	-0.1

Footnotes

(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(2) Index is on a December 1982=100 base.

(3) Special index based on a substantially smaller sample.

(4) Indexes on a December 1993=100 base.

(5) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 801519-CWCL-CRLOC-17-18	CONTACT NAME: Monique Sabala	PHONE (A/C, No, Ext): 949-399-5800	FAX (A/C, No):
	E-MAIL ADDRESS: 949-399-5824*	INSURER(S) AFFORDING COVERAGE	
INSURED Carl Warren & Company 17862 E. 17th St., Suite #111 Tustin, CA 92780 LOsvald@carlwarren.com	INSURER A: Atlantic Specialty Ins Co	NAIC # 27154	AIX
	INSURER B: Federal Insurance Company	20281	AT+XV
	INSURER C:		
	INSURER D: Monique Sabala @ marsh		
	INSURER E: Newport+Beach.CertRequest@Com		
INSURER F: @marsh.com			

COVERAGES **CERTIFICATE NUMBER:** LOS-002184119-48 **REVISION NUMBER:** 49

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	7120084280005	05/04/2017	05/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7120084280005	05/04/2017	05/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	4060390710005	05/04/2017	05/04/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Crime			2214357	05/04/2017	05/04/2018	Employee Theft \$ 2,000,000 Deductible 35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Garden Grove, its officers, officials, employees, agents and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. City of Garden Grove, its officers, officials, employees, agents and volunteers are loss payee, as required by written contract, with respect to Crime. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to General Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability, Auto Liability, and Workers' Compensation.

Reviewed and approved as to insurance language and/or requirements.

Neidra M. Gray
 Risk Management
 2-12-18

CERTIFICATE HOLDER **CANCELLATION**

City of Garden Grove
 Attn: Risk Management
 11222 Acacia Pkwy.
 Garden Grove, CA 92840

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services
 Monique Sabala

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	10. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to:	11. Duties in Event of Occurrence, Claim or Suit
o Work performed by you	12. Expected or Intended Injury (PD)
o Premises you own, rent, lease or occupy	13. Incidental Medical Malpractice
o Equipment you lease	14. Medical Payments
3. Aggregate Limit Per Location	15. Mobile Equipment Redefined
4. Alienated Premises	16. Newly Formed or Acquired Organizations
5. Blanket Waiver of Subrogation	17. Non-Owned Aircraft
6. Bodily Injury Redefined- Mental Anguish	18. Non-Owned Watercraft
7. Broadened Named Insured	19. Personal and Advertising Injury – Non Employment Related Discrimination
8. Broadened Property Damage	20. Personal Injury – Limited Contractual Liability Coverage
o Borrowed Equipment	21. Product Recall Expense
o Customers' Goods	22. Supplementary Payments Increased Limits
o Use of Elevators	
9. Broadened Property Damage Rented Premises	

1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
 - 2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
 - 3. In connection with premises you own, rent, lease or occupy.

* This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

- b. The insurance provided to the additional insured herein is limited. This insurance does not apply:
 - 1. Unless
 - (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
 - (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
 - 2. To any person or organization included as an insured under the Additional Insured – Broad Form Vendors provision of this endorsement;
 - 3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
 - 4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
 - 5. To any:
 - (a) Lessor of equipment after the equipment lease terminates or expires; or
 - (b) Owners or other interests from whom land has been leased; or
 - (c) Managers or lessors of premises if:
 - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - 6. To "bodily injury, or "property damage" occurring after:
 - (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

Reviewed and approved as to insurance language
 and requirements.
 8-13-18
 [Signature]

- (b) 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 part of the same project.
- c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:
1. Insureds;
 2. Claims made or "suits" brought; or
 3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. **AGGREGATE LIMIT PER LOCATION**

- a. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under **Section V – Definitions**, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. **ALIENATED PREMISES**

Paragraph j. (2) of 2. **Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurs from hazards that were known to you or should have been known to you, at the time the property was transferred or abandoned.

5. **BLANKET WAIVER OF SUBROGATION**

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

6. **BODILY INJURY REDEFINED – MENTAL ANGUISH**

Under **Section V – Definitions**, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

7. **BROADENED NAMED INSURED**

Section II – Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

8. **BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

- a. The **Damage To Property** exclusion under **Section I Coverage A** is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

2. The exclusions for
 - (a) Property loaned to you;
 - (b) Personal property in the care, custody or control of the insured; and
 - (c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it
do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.
Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$35,000 per "occurrence".
- b. Under **Section V – Definitions**, the following definition is added:
"Customers' Goods" means goods of your customer on your premises for the purpose of being:
 1. Repaired; or
 2. Used in your manufacturing process.
- c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the **COMMERCIAL GENERAL LIABILITY CONDITIONS**.

9. BROADENED PROPERTY DAMAGE – RENTED PREMISES

- a. In the **Damage To Property** exclusion under **Section I Coverage A**, the exclusion for "property damage" to:
Property you own, rent or occupy;
does not apply to real property you rent or temporarily occupy with permission of the owner.
- b. In **Section III – Limits Of Insurance**, the **Damage To Premises Rented To You Limit** is amended as follows:
Subject to the Each Occurrence Limit, \$500,000 is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If any amount other than \$500,000 is shown in the Declarations as the **Damage To Premises Rented To You Limit**, the amount shown in the Declarations will replace \$500,000 as the Limit of Insurance provided for this coverage.
- c. The insurance afforded by this **Provision 9**. is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance –Excess Insurance provisions in the **COMMERCIAL GENERAL LIABILITY CONDITIONS**.

10. COVERAGE TERRITORY – WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere provided the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

- a. The requirements that you must
 1. notify us of an "occurrence" offense, claim or "suit" and
 2. send us documents concerning a claim or "suit"apply only when such "accident" claim, "suit" or "loss" is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. An executive officer of the corporation or insurance manager, if you are a corporation; or
 4. A manager, if you are a limited liability company.

- b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**.

12. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The **Expected Or Intended Injury** exclusion under **Coverage A Bodily Injury and Property Damage** is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

13. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS

- a. Under **Section II—Who Is An Insured**, the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the **Other Insurance – Excess Insurance** provisions in the **COMMERCIAL GENERAL LIABILITY CONDITIONS**.

14. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD

In the Insuring Agreement under **Coverage C Medical Payments**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

- a. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- b. This provision **14**. does not apply if **Coverage C—Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

15. MOBILE EQUIPMENT – SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

16. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **Section II – Who Is An Insured**, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

17. NON-OWNED AIRCRAFT

- a. The **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability** does not apply to an aircraft that is:
 - 1. Hired, chartered or loaned with a paid crew; and
 - 2. Not owned by any insured.
- b. The insurance afforded by this provision **17**. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the **Other Insurance—Excess Insurance** provisions in the **COMMERCIAL GENERAL LIABILITY CONDITIONS**.

18. NON-OWNED WATERCRAFT

- a. **Section II – Who Is An Insured** is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- b. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 55 feet.
- c. The insurance afforded by this provision 18. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance –Excess Insurance provisions in the **COMMERCIAL GENERAL LIABILITY CONDITIONS**.

19. PERSONAL AND ADVERTISING INJURY – NON-EMPLOYMENT RELATED DISCRIMINATION

The following is added to the definition of "personal and advertising injury":

Discrimination because of race, color, creed, national origin, age, sex or physical disability, where insurance therefore is not prohibited by law, but only if such discrimination is:

- a. not done intentionally by or at the direction of:
- (1) the insured; or
 - (2) any executive officer, director, stockholder, partner or member of the insured staff; and
- b. not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

The insurance afforded under this provision does not apply to fines or penalties, or that portion of any award or judgment resulting from the multiplication of actual damages under state or federal law.

This provision does not apply if **Coverage B – Personal and Advertising Injury Liability** is otherwise excluded either by the provisions of this Coverage Form or by any endorsement.

20. PERSONAL INJURY – LIMITED CONTRACTUAL LIABILITY COVERAGE

- a. The **Contractual Liability** exclusion of paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:
 - (a) The liability pertains to your business and is required by a signed contract or agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - (b) The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement; and
 - (c) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

21. PRODUCT RECALL EXPENSE

- a. With respect to this Provision 21., the **Recall Of Products, Work Or Impaired Property** exclusion under **Coverage A Bodily Injury And Property Damage Liability** is deleted.
- b. The following is added to **Section III – Limits Of Insurance** section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of
 - (a) Insureds;
 - (b) "Covered recalls" initiated; or
 - (c) Number of "your products" recalled.
2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.
4. Subject to 3. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

Products Recall Schedule	
	Limits of Insurance
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
<p>If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.</p>	

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- c. The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** provision under **Section IV – Conditions**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

- d. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".
2. "Product Recall Expense" means:
 - (a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

- (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
 - (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) For remuneration paid to your regular "employees" for necessary overtime;
 - (4) For hiring additional persons, other than your regular "employees";
 - (5) Incurred by "employees", including transportation and accommodations;
 - (6) To rent additional warehouse or storage space; or
 - (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but
- "product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

- (1) Failure of any product to accomplish its intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
- (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

22. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under Section I – Coverages, Supplementary Payments – Coverages A and B, paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

Reviewed and approved as to insurance language and requirements.
 Risk Management
 8/13/08


6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
 2. Two-way mobile radio or telephone;
 3. Scanning monitor receiver; or
 4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a, their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:
"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer of the corporation or insurance manager, if you are a corporation; or
- d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph 5.b. of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The **Fellow Employee exclusion** under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph **D. – Deductible –** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. **Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision **18.** does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio 3.0 Crime Coverage Part Federal

Effective date of
this endorsement/rider: May 4, 2017

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8221-4357

Issued to: CARL WARREN & COMPANY

BLANKET JOINT PAYEE ENDORSEMENT

In consideration of the premium charged, it is agreed that any loss sustained by a **Client** resulting from **Theft or Forgery** committed by an **Employee** not in collusion with such **Client's** employees, which is covered under this Coverage Part, shall be payable by the Company to the **Parent Organization** and such **Client** as joint payees.

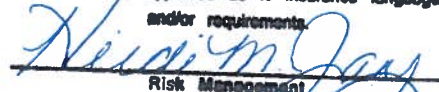
The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

Reviewed and approved as to insurance language
and/or requirements



Risk Management

2-12-18

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on May 04, 2017 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. 406-03-90-71-0005 Endorsement No.

of the Atlantic Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to CARL WARREN & COMPANY



Premium (if any) \$

Authorized Representative

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.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS ON FILE WITH
THE INSURED

Reviewed and approved as to insurance language
and/or requirements.



Risk Management
2-12-18



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Carl Warren & Company 17862 E. 17th St., Suite #111 Tustin, CA 92780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverage:

Network Security and Privacy Protection Coverage

Carrier: Steadfast Insurance Company

Policy #: SPR018131401

Policy Term: 7-30-2017 to 7-30-2018

Limits of Liability / Retentions:

Security and Privacy Liability Coverage: \$3,000,000 Each Claim and All Claims, subject to \$50,000 Retention

Regulatory Proceeding Defense Coverage: \$3,000,000 Each Claim and All Claims, subject to \$50,000 Retention

Privacy Breach Costs Coverage: \$3,000,000 Each Claim and All Claims, subject to \$50,000 Retention for each Privacy Event

Maximum Policy Aggregate Limit of Liability: \$3,000,000