

Bidder Reference Check for: Adekoya Business Consulting LLC

Reference Name: _____

Email Reference Template:

Good afternoon:

I'm Clayton Long, a procurement coordinator for the Washington State Department of Enterprise Services and I'm conducting reference checks on a competitive solicitation to procure Business Consulting Services (*Change Management, Organizational Development & Management and Business Analysis*). This company submitted a bid and provided your organization as a reference.

Objective: References should be checked to help determine if the top-scored bidder(s) are responsible prior to proceeding to the announcement of apparent successful bidders. References are a good way to determine the bidder's ability to meet the solicitation requirements.

Thank you for your time. If possible, **please respond by January 18, 2022 to:** clayton.long@des.wa.gov

Instructions: Work with the sourcing team to confirm a list of questions/criteria to check via references. References can be done over the phone or via email, but via email should be the preferred and default approach. Start with the *Email Reference Template* below and modify the list of questions/criteria as applicable to your commodity.

Background and scope. Please provide the following background information about the products and/or services your organization procured from the bidder.

- When did you work with this company and for how long:
- Briefly describe the type of products and/or services:
- Provided estimated value of the products and/or services:

Please provide a score and a brief explanation for each criteria below using the following scoring guide:

Rating	Assessment	Definition
100%	Excellent	Company fully met or exceeded the requirements and business needs.
75%	Good	Company fully met the requirements and the business needs, but there was room for improvement. There was a minor deficiency not in a key area.
50%	Acceptable	Company sufficiently met the requirements and the business needs. There were no critical deficiencies, but products and/or services had numerous weaknesses in key areas.
25%	Poor	Company only partially met the requirements and the business needs. There were critical deficiencies in key areas.
0%	Unacceptable	Company did not meet the requirements and business needs.

1. Level of communication and customer service (i.e., responsiveness and issue resolution).
 - Rating:
 - Brief explanation:
2. Adherence of services to the company's assured qualifications:
 - Rating:
 - Brief explanation:
3. Quality of implementation planning.
 - Rating:
 - Brief explanation:
4. Adherence to project schedule and budget:
 - Rating:
 - Brief explanation:
5. Overall satisfaction
 - Rating:
 - Brief explanation:
6. Additional Information you would like to bring to the attention of the Department of Enterprise Services about your business relationship with the bidder:



EXHIBIT A-1 – BIDDER'S CERTIFICATION

Competitive Solicitation:	No. 01620 – Business Consulting Services		
Bidder:	<u>Adekoya Business Consulting LLC</u> Type/print full legal name of Bidder		
Bidder's Address:	<u>801 2nd Avenue, Suite 800, Seattle, WA 98104</u> Type/print Bidder's Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input checked="" type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State of Formation:	<u>Washington State</u> Type/print the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Master Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Master Contract.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor

relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Master Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.

4. **FIRM OFFER.** Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, or prospective Master Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Master Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Master Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. **INSURANCE.** Bidder certifies as follows (must check one):

BIDDER HAS REQUIRED INSURANCE. Bidder has attached a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Contract (note: Bidder must attach the Insurance Certificate).

OR

BIDDER WILL OBTAIN REQUIRED INSURANCE. Bidder does not have a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

BIDDER DOES NOT HAVE REQUIRED INSURANCE. As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master

Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to Enterprise Services within twenty-four (24) hours of such designation.

9. DEBARMENT. Bidder certifies as follows (must check one):

NO DEBARMENT. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

DEBARRED. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. CRIMINAL OFFENSE. Bidder certifies as follows (must check one):

NO CRIMINAL OFFENSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):

NO WAGE VIOLATIONS. Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

VIOLATIONS OF WAGE LAWS. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. PAY EQUALITY. Bidder certifies as follows (must check one):

PAY EQUALITY FOR SIMILARLY EMPLOYED WORKERS. Bidder's similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Bidder may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

OR

NO PAY EQUALITY FOR SIMILARLY EMPLOYED WORKERS. Bidder's similarly employed individuals are NOT compensated as equals.

13. WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). Bidder certifies as follows (must check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

14. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):

NO TERMINATION FOR DEFAULT OR CAUSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Bidder certifies as follows (must check one):

TAXES PAID. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide),

Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

CURRENT LAWFUL REGISTRATION. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

DELINQUENT REGISTRATION. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

17. **SUBCONTRACTORS.** Bidder certifies as follows (must check one):

NO SUBCONTRACTORS. If awarded a Master Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

SUBCONTRACTORS. As detailed on the attached explanation (Bidder to provide), If awarded a Master Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to the State, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: If the TIN is a SSN, provide only the last four (4) digits.

18. **WASHINGTON SMALL BUSINESS.** Bidder certifies as follows (must check one):

WASHINGTON SMALL BUSINESS. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, bidder must meet the following three (3) requirements:

1. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
2. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on its federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years).
3. Bidder must have certified its small business status in [WEBS](#).

OR

NOT WASHINGTON SMALL BUSINESS. Bidder is not a Washington Small Business as defined in RCW 39.26.010.

19. VETERAN-OWNED BUSINESS. Bidder certifies as follows (must check one):

VETERAN-OWNED BUSINESS. Bidder is a certified Veteran-Owned business under RCW 43.60A.190 and is identified as such on WEBS (which is confirmed by the Washington Department of Veterans' Affairs).

OR

NOT VETERAN-OWNED BUSINESS. Bidder is not a certified Veteran-Owned business under RCW 43.60A.190.

20. REFERENCES. Bidder certifies that the references provided to Enterprise Services have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to Enterprise Services. Bidder hereby authorizes Enterprise Services (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Master Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

Bidder further certifies that it shall provide immediate written notice to Enterprise Services if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: ADEKOYA BUSINESS CONSULTING LLC

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By:



Signature of Bidder's authorized person

Title: CEO

Title of person signing certificate

Andrew Adekoya

Print Name of person making certifications for Bidder

Date: 1/14/2021

Place: Seattle, WA

Print city and state where signed

Return this Bidder's Certification to Procurement Coordinator at:

DESContractsTeamCedar@des.wa.gov



EXHIBIT A-2 – BIDDER’S PROFILE

Competitive Solicitation No.:	01620 – Business Consulting Services
Bidder:	Adekoya Business Consulting LLC

BIDDER INFORMATION	
Legal name and address of Bidder: Note: This must match information from Business License	Adekoya Business Consulting LLC Business Name 801 2 nd Avenue, Suite 800 Address Seattle, WA 98104 City, State, Zip Code
Washington State Department of Revenue Registration Number: Note: This is the Unified Business Identifier (UBI)	603-303-583
Federal Tax ID No. (TIN): Note: If your TIN is a Social Security number, provide only the last four digits.	46-2942262
Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide MWBE certification no. MBE# M3M0023304 DBE# D3M0023304
Is your firm a self-certified Washington State small business? Note: See definitions of ‘microbusiness,’ ‘minibusiness,’ and ‘small business,’ set forth in RCW 39.26.010.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what is your business size? Small <input checked="" type="checkbox"/> Mini <input type="checkbox"/> Micro <input type="checkbox"/>
Is your firm certified as Veteran Owned with the Washington State Department of Veteran Affairs?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide WSDVA certification no. _____

CONTRACT MANAGEMENT POINTS OF CONTACT	
Authorized Representative Name: <u>Andrew Adekoya</u> Email: <u>andrew@adekoyabc.com</u> Phone: <u>206-817-9775</u>	Contract Administrator Name: Andrew Adekoya Email: <u>andrew@adekoyabc.com</u> Phone: <u>206-817-9775</u>
Sales Reporting Representative Name: <u>Andrew Adekoya</u> Email: <u>andrew@adekoyabc.com</u> Phone: <u>206-817-9775</u>	Sales Reporting Alternate Name: Andrew Adekoya Email : <u>andrew@adekoyabc.com</u> Phone: <u>206-817-9775</u>
Management Fee Representative Name: <u>Andrew Adekoya</u> Email: <u>andrew@adekoyabc.com</u> Phone: <u>206-817-9775</u>	Management Fee Contact Alternate Name: <u>Andrew Adekoya</u> Email: <u>andrew@adekoyabc.com</u> Phone: <u>206-817-9775</u>
Address for Enterprise Services to send management fee invoices: Company name: <u>Adekoya Business Consulting LLC</u> Attn: <u>Andrew Adekoya</u> Address: <u>801 2nd Avenue, Suite 800</u> City/State/Zip: <u>Seattle, WA 98104</u>	

ORDERING/SALES POINTS OF CONTACT (expand as necessary)			
Name	Phone Number	E-mail	Area of Responsibility
Andrew Adekoya	206-817-9775	andrew@adekoyabc.com	Sales contracts management and execution

REFERENCES

Provide a minimum of two (2) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation. Additional references may be required if Bidder intends to submit a bid for more than one category. See instructions in *Exhibit C-1 – Bid Evaluation Criteria*, Item No. 2 Experience.

Reference 1 – Organizational Development, if applicable	
Company Name:	<u>King County Department of Natural Resources</u>
Contact & Title:	<u>Lorraine Patterson, Chief Administrative Officer</u>
Phone:	<u>206-477-2635</u>
Email:	<u>Lorraine.Patterson@kingcounty.gov</u>
Reference 2 – Organizational Development, if applicable	
Company Name:	<u>WS Department of Natural Resources</u>
Contact & Title:	<u>Stew Souders, Curriculum Designer</u>
Phone:	<u>360-350-6912</u>
Email:	<u>srsouders@DOC1.WA.GOV</u>
Reference 1 – Change Management, if applicable	
Company Name:	<u>King County Department of Natural Resources</u>
Contact & Title:	<u>Lorraine Patterson, Chief Administrative Officer</u>
Phone:	<u>206-477-2635</u>
Email:	<u>Lorraine.Patterson@Kingcounty.gov</u>
Reference 2 – Change Management, if applicable	
Company Name:	<u>WS Department of Natural Resources</u>
Contact & Title:	<u>Stew Souders</u>
Phone:	<u>360-350-6912</u>
Email:	<u>srsouders@DOC1.WA.GOV</u>
Reference 1 – Management and Business Analysis, if applicable	
Company Name:	<u>MS & AIM Consulting</u>
Contact & Title:	<u>Mike Hagan, Business Solutions Director</u>
Phone:	<u>206-612-4702</u>
Email:	<u>Mhagan39@hotmail.com</u>
Reference 2 – Management and Business Analysis, if applicable	
Company Name:	<u>Port of Seattle Engagement</u>
Contact & Title:	<u>Teresa Delicino, MBDA Director</u>
Phone:	<u>253-677-9287</u>
Email:	<u>T.delicino@yahoo.com</u>

PURCHASE CARDS (I.E., CREDIT CARDS)

Please indicate which types of purchasing (credit) cards are accepted (note: any card fees must be included in the unit price of the bid):

Visa Master Card American Express Discover Other: _____

Return this Bidder's Profile to Procurement Coordinator at:

DESContractsTeamCedar@des.wa.gov

EXHIBIT A-3 - RESPONSIBLE BIDDER (COMPETENCIES)

Competitive Solicitation:	No. 01620 – Business Consulting Services
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Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following are true, complete, correct, and made in good faith:

Diversity, Equity, and Inclusion (DEI) is important to Washington State must be present in the fabric of the work we do in all areas. For professional services, where outside entities are coming into and directing the work of our civil servants, it is essential that they align with these values. As a requirement for responsibility, your firm must attest to the state's values and culture. This will become part of any resultant contract and Bidder will be required to meet or exceed the commitments listed herein.

ATTESTATION

I and the named leader(s) below have read and understand the [Washington State Enterprise Leadership Competencies](#) and the Enterprise DEI Competencies for all employees posted by the [DEI Committee of the Office of Financial Management](#), and titled “Enterprise DEI Competencies – All Employees – A pathway for success [PDF]”. The named leader(s) below have the authority to, and shall ensure, that Bidder, Bidder’s employees, and Bidder’s subcontractors will follow the base expectation for values and culture established by Washington State. As Washington State continues to listen to our state family, this leader will enhance diversity, equity, and inclusion within this organization. I will notify Enterprise Services within 30 days if these named leader(s) need to be changed.

Andrew Adekoya, CEO
Name, Title



Signature

01/14/2021
Date

Name, Title

Signature

Date

Name, Title

Signature

Date

CERTIFICATION

Bidder further certifies that it shall provide immediate written notice to Enterprise Services if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: ADEKOYA BUSINESS CONSULTING LLC

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By:



Signature of Bidder's authorized person

Title: CEO

Title of person signing certificate

Andrew Adekoya

Print Name of person making certifications for Bidder

Date: 01/14/2021

Place: Seattle, WASHINGTON

Print city and state where signed

Return this Bidder's Certification to Procurement Coordinator at:

DESCContractsTeamCedar@des.wa.gov

Categories that your company is bidding on (Mandatory, Not Scored)

Check the box(s) next to each category that your company is bidding on:

- Organizational Development
- Change Management
- Management and Business Analysis

Bidder's Organization (4 pages maximum) (150 points)

Executable strategy requires fusing insightful thinking with disciplined execution to achieve breakthrough performance. Today, senior executives grapple with attaining profitable growth, strategically managing costs and intelligently navigating risks. Such challenges require more than identifying new possibilities and making tough choices. They also require bridging the gap between vision and execution. Our consulting firm is uniquely qualified to equip global and local companies with the tools to win in a turbulent business environment.

We are a global strategy, consulting, technology, digital, and operations company with more than 30 years of experience serving clients in Organizational Development, Change Management (PROSCI, & Lean Six Sigma), Management & Business Analysis, CRM, Financial Planning Management, Leadership Coaching and Consultation. We work in collaboration with small and large teams on implementing system solutions, coaching leaders, developing new organizational structural improvements and change management efforts by guiding, developing and monitoring the right strategies across all levels of the Organization. We have aided clients in increasing the efficiency and effectiveness of their organizations, and scientific and technical ones, and developing strategy models. Our clients are the leading businesses and government agencies around the world.

We have effectively delivered solutions for global fortune 500 companies and large non-profit organizations. We have extensive experience working in each of the primary mission areas of government including health, community development, infrastructure building, human services, education, public safety, transportation, environmental protection, and regulatory functions. In building such teams at Microsoft and in a consulting firm, a strategic approach was developed to ensure coordinated staff capabilities as well as a scalable depth of resources. One of the tools used was to create detailed maps of the levels of effort of each staff member to quantify the needed headcount or headcount-conserving instrumentation. An essential element of the strategic model used in both cases is to design teams or divisions rather than to add or move staff individually without regard for the team dynamic.

Our team consists of highly qualified practical SMEs (organizational development and improvements advocates, change management experts, organizational readiness assessment leaders, management and business transformation and planning consultants, internal controls management, business programs coordinators, and communication improvement agents), and certified Lean Sigma Master Black Belts and Black Belts professionals with executive level experiences in organizational change management (OCM Plans), transitioning and driving continuous improvement projects for global companies and industries such as:

- IT & Software – Organizational development, Change Management Implementation & Management Analysis
- Supply Chain (Category Management discipline, Cost Control and Allocation analysis, and Vendor spend)
- Government Agencies (WS DNR - HRD & Workforce Planning (Labor Union), Port of Seattle, Sound Transit, Major Projects, & Process Re-engineering and Operational Performance Optimization)

We are built around integrated core capabilities – people, process, and technology and industry expertise – the key capabilities needed to help tackle our client's most complex business problems. We are also experienced in interfacing with compliance and sustainability goals. A complementary aspect of these core capabilities is deep project experience in the areas of knowledge and information management, organizational management analysis and assessment, change management, knowledge architecture development, tacit knowledge transfer and information architecture design.

Our organizational development, change management, & management and business analysis capabilities are well positioned to help the DES and its' partners and purchasers prepare for and navigate the changes they will experience throughout any required business and or organizational transformation efforts. Using our distinctive, insight-driven change analytics tools and our readiness assessment methods, our experienced personnel would help lead client's organization to develop and adopt new ways of using technology to deliver new service experiences to the citizens of Washington State and across all enterprises.

We also contribute to organizations in a variety of ways, including:

- I. ***Engagement Management & Program Monitoring:*** Lead engagement planning and budgeting; mobilize and manage engagement teams; define deliverable structure and content; facilitate buy-in of proposed solutions from top management levels at the client; direct on-time, quality delivery of work products; business programs coordination; manage engagement economics; manage engagement risk.
- II. ***Client Management:*** Manage day-to-day interactions with executive clients and sponsors.
- III. ***Business Development:*** Develop and maintain contact with top decision makers at key clients; organize and lead pursuit teams; participate and lead aspects of the proposal development process; contribute to the development of proposal pricing strategies.
- IV. ***Practice Development Eminence:*** Develop practical solutions and methodologies; develop "thought ware" and "point-of-view" documents; participate in public speaking events; get published in industry periodicals.
- V. ***People Development:*** Perform role of counselor and coach; provide guidance into the staffing process; actively participate in staff recruitment and retention activities; provide leadership and support for delivery teams and staff in local offices.

Our methodology for executing sustainable and improved solutions for all engagements are based on four steps:

- ❖ Assessment – We use surveys, interviews, observation, and available data from internal sources to conduct a comprehensive business process and service audits.
- ❖ Planning – We identify technology, training, and processes efficiencies to take your service team to the next level.
- ❖ Implement – Once we have executive buy-in, we oversee the implementation process from start to finish.
- ❖ Monitor – Our team monitors Key Performance Indicators at 3-week intervals, adjusting strategies as needed.

We have several distinguishing features that makes us a good partner for the Washington State Department of Enterprise Services' Competitive Solicitation – No. 01620 Business Consulting Services for Organizational Development, Change Management & Management and Business Analysis. Likewise, DES has several distinguishing features that makes it an organization with which we would partner

As the selected vendor, we would bring:

- Extensive, successful experience with IT Systems, HR, Organizational development and design, Change management, & Management and business analysis for public sector organizations (Port of Seattle, & Port of Portland)
- Deep capabilities in the work that DES and its partners does. We have extensive experience in all facets of Organizational development and restructuring. As a result, we have developed financial and business process capability models that enables the efficient organizational operations of global companies and other non-profit and public-sector organizations.
- A broad range of capabilities includes: (I)Strategy/consulting, implementation/project management, and operations. (II)Integrated customer experience design/optimization using multiple channels. (III)Design and implementation of effective service, compliance, process improvement execution, and operations strategies. (IV)Management of talent, financial, information, and technology resources. (IV)Integrating process and technology to enable strategy
- Practicality in all that we do – we implement what we recommend and that makes our strategies and recommendations challenging but achievable
- Innovative insights that enable organizations to succeed. We focus particularly on the tools that will be needed for enhancing the customer experience, providing analytics and insights to drive performance, and increasing the effectiveness of the workforce. We foresee every citizen as a digital citizen.
- Public sector practitioners who have 'been there'. To support DES and partners, we have brought together a team with substantive experience in the work the agency does combined with real-world public-sector experience redesigning organizations and sponsoring major change initiatives. We will serve as "consultants", "architects" and "player-coaches" for DES and its partner's leaders and project managers, having been on the other side of the desk through similar challenges and opportunities.
- Scale – we can draw on an immense reserve of resources and experience, bringing the best of our Company to DES and partners.

Additional Value we bring to DES & Partners - Quality Assurance and Client's Satisfaction (Quality Control & Internal Control)

Quality Control - We employ one of the most stringent quality management approaches in the industry. Quality Management and excellence are essential components of our team's delivery methodology in organizational development, design and change management. Our Quality Management approach combines leading industry practices with internal proprietary practices: **(I)** Tools to evaluate quality and monitor performance regularly. **(II)** Processes that help to provide an early warning/detection system to

identify and address issues. **(III)** Standard quality methodologies and performance metrics. **(IV)** Quality reviews throughout the project lifecycle by our Quality Assurance Director.

Internal Controls - At the core of today's digital world is data—including that of our clients. It is the lifeline of every client going through organizational design and changes as they are key to internal operations, effective delivery, innovation, and new areas of growth. Safeguarding client data is one of the most fundamental and important responsibilities of our firm, and protecting that data is essential to maintaining our clients' trust. During provision of consulting services, we follow relevant client data privacy policies and specific instructions. For all engagements, we develop and implement a Client Data Protection program to establish and monitor controls and standards to reduce business and financial risk to us, our clients, and their clients, or employees. Our program would provide DES and partners with a tested approach to implement comprehensive and consistent controls to protect client data. We take the responsibility for protecting our clients' data seriously. We have implemented an industry leading Client Data Protection (CDP) program focused on prevention that is part of our firm's Information Security program and is directed by our Sr. IT Infrastructure Engineer (ITIE).

Key elements of our CDP program include:

- Senior level accountability for data protection and mandatory program adoption for all engagements where we have access to confidential business or personal data;
- Mandatory data protection foundational training for all employees;
- Clear documentation and communication of data protection requirements and function-specific training for our team with access to confidential client data;
- Required controls for storing, accessing, handling, transmitting, hosting, and working with confidential data. Enhanced controls for highly confidential personal and business data;
- Service specific controls tied to vulnerabilities inherent in specific types of work;
- Technology support including hard drive encryption, workstation configuration scanning, USB port scanning, hard drive scanning, and data loss prevention; and
- Tools, processes, and subject matter specialist support for project teams

In accordance with HIPAA, where we are required to process Protected Health Information (PHI), we will sign Business Associate Agreements that contain terms required by the HIPAA regulations. We are aware of our legal requirements as a Business Associate under the HITECH Act and has established processes and procedures to address these requirements on applicable engagements. We would also work cooperatively with DES and Partners to verify that all applicable HIPAA requirements are addressed.

We can assure you that by choosing our consulting firm you will be working with a team experienced in delivering business consulting and change management efforts for diverse groups with varied priorities, responsibilities, and authorities. Our values are based on many years of combined experiences with a wide range of organizations (public and private), emphasizing building and maintaining strong customer relationships across all levels of an organization.

Experience (4 pages for each category bid) (200 points)

Project 1 / Reference 1 - Organizational Development

Our company worked on a project with KC DNR (King County Department of Natural Resources & Parks): Hazardous Waste Management Program

CLIENT – KC DNR (Department of Natural Resources and Parks)	
Project Name	King County Department of Natural Resources - Hazardous Waste Management Program Organizational Structure – PM, Operational Process Improvement Facilitation & Change Management Implementation; Business Process Improvement & Implementation
Period of Performance	Dec 2019 – November 2020; current on-going support
Contact (Name of References)	Lorraine Patterson, Lorraine.Patterson@kingcounty.gov (206) 477-2635
Evaluation criteria	Organizational Structure and Business Process Improvement, Change Management Readiness, Management Analysis, and Change Management Implementation. Demonstrated success of implementation and metrics development for tracking and monitoring performance. Demonstrated scope, schedule, budget success Demonstrated ability to draw out input from throughout an organization Demonstrated ability to clearly articulate work both in writing and orally Demonstrated experience working with HR, IT, Finance, Procurement and large diverse groups and boards
Project Description	
Business Challenge: King County Department of Natural Resources - Hazardous Waste Management Program (HWMP) Organizational Structure Review to drive operational efficiency; including SPU – Seattle Public Utilities, Seattle-KC Public Health (PH), WLRD – Water & Land Resources Divisions. Our team was to evaluate and recommend potential adjustments to best manage the Program's multi-agency workforce, accomplish current service delivery, and provide long-term efficiencies, effectiveness, and resilience (ability to sustain a healthy organization even when shocks to the system occur) as the Program's work and priorities evolve over time.	
How Our Firm Helped (Project Delivery & Outcome): Employed six sigma methodologies & ADKAR (Prosci Change Management) in developing an implementation framework strategy: <ol style="list-style-type: none">1. Conducted extensive interviews with a cross-section of Program and implementing partner agency leadership, staff and customers.2. Reviewed historical records, including legislation and agreements, current authorizing legislation and agreements, current labor agreements, relevant operating documents, and any other document or information relevant to the structure and operation of the Program to understand why the Program was originally created and how its purpose has evolved over time, including current and future operating needs and requirements.3. Conducted an analysis of the Program's current operating structure's strengths, weaknesses, opportunities, and challenges. Include an analysis of the structure's ability to advance or limit racial equity.4. Explored the dominant causes of the agency's cultural practices and beliefs is intended to empower HWMP leadership and staff to develop actionable insights into how to continue to strengthen HWMP working environment5. Provided a compare and contrast analysis of the Program's structure with comparable regional agency designs.6. Researched and examined emerging trends in organizational design to address issues and workforce needs for the next 20 years, including pros and cons given the relevant state and local laws and regulations and any operational issues associated with current operations (labor contracts, work plan commitments, or other known factors).7. Drove monthly meetings with the Steering Committee to discuss findings, issues, alternatives and near-term actions that could be taken to enhance the Program operations. Meeting agenda, notes, and recommendations incorporating Steering Committee comments.8. Delivered a summary presentation of recommended organizational structural changes and business operational changes with timelines to the Steering Committee program for full implementation.<ul style="list-style-type: none">o Developed New Org Structure to drive operational efficiencyo Delivered recommended improvements that fell under five categories; 1) Reorganize, 2) Reset, 3) Span of Control, 4) Reallocation of Misallocated Resources, 5) Management Development	

- Developed KPIs (key Performance Indicators) to measure performance delivery and to ensure a continuous improvement culture at KC DNRP – HWMP
- Developed strategies and tools for full implementation, alignment, & tracking and monitoring of outstanding issues and to ensure all improvements sticks.

Project 2 / Reference 2 - Organizational Development

Our company worked on a project with WS DNR (Department of Natural Resources)

CLIENT – WS DNR (Department of Natural Resources)	
Project Name	DNR HR Program Organizational Structure Development, Change Management & Management and Business Analysis; Business Process Improvement
Period of Performance	Jan 2018 – Dec. 2018
Contact (Name of References)	Stew Souders, srsouders@DOC1.WA.GOV (360) 350-6912

Project Description

Business Challenge: Washington State Department of Natural Resources (DNR) needed to grow its HR program's operating efficiency and stability, create a culture where its staff are inspired to be their best, to better partner with internal and external customers, and to be a leader in meeting the Commissioner's priority.

How Our Firm Helped (Project Delivery & Outcome):

- Organizational Development, Management Analysis and Work sessions facilitation to furnish the Washington State Department of Natural Resources (DNR or agency) with recommendations for improving the efficiency and effectiveness by which it conducts human resources throughout the agency. Developed a framework for implementing those recommendations, with the goal of supporting Commissioner Franz' plan to make DNR the best possible place to work
- Employed six sigma methodologies in developing an implementation framework strategy:
 - Conducted extensive interviews throughout the agency comprising providers and customers of HR services, including the Department Manager, Human Resources Division (HRD), the six Regions and several of the Divisions. The collective providers of HR services in the agency form the HR Program or HR
 - Conducted a social capital survey and ethnographic analysis to assess and understand the current state of DNR HR organizational health and culture, and to identify the practices and norms that either contribute to or detract from the organization's goal to be an employer of choice.
 - Explored the dominant causes of the agency's cultural practices and beliefs is intended to empower DNR leadership and staff to develop actionable insights into how to continue to strengthen DNR HR's working environment
 - Facilitated several working sessions to address code of conduct, conflict resolution and improve communication strategies and effectiveness
 - Developed and Implement New Org Structure to drive operational efficiency
 - Delivered recommended improvements that fell under five categories; 1) Reorganize, 2) Reset, 3) Span of Control, 4) Reallocation of Misallocated Resources, 5) Management Development
 - Developed and implemented a structured HR Operational methodology that focused on "Standard HR Functions" rather than individuals.
 - Developed KPIs (key Performance Indicators) to measure performance delivery and to ensure a continuous improvement culture at WS DNR
 - Developed strategies and tools for full implementation, alignment, & tracking and monitoring of outstanding issues and to ensure all improvements sticks.
 - Recommendation on what areas/functions can be virtualized

Project 1 / Reference 1 – Change Management

Our company worked on a project with KC DNR (King County Department of Natural Resources & Parks): Hazardous Waste Management Program

CLIENT – KC DNR (Department of Natural Resources and Parks)	
Project Name	King County Department of Natural Resources - Hazardous Waste Management Program Organizational Structure – PM, Operational Process Improvement Facilitation & Change Management Implementation; Business Process Improvement & Implementation
Period of Performance	Dec 2019 – November 2020; current on-going support
Contact (Name of References)	Lorraine Patterson, Lorraine.Patterson@kingcounty.gov (206) 477-2635
Evaluation criteria	Organizational Structure and Business Process Improvement, Change Management Readiness, Management Analysis, and Change Management Implementation. Demonstrated success of implementation and metrics development for tracking and monitoring performance. Demonstrated scope, schedule, budget success Demonstrated ability to draw out input from throughout an organization Demonstrated ability to clearly articulate work both in writing and orally Demonstrated experience working with HR, IT, Finance, Procurement and large diverse groups and boards
Project Description	
Business Challenge: King County Department of Natural Resources - Hazardous Waste Management Program (HWMP) Organizational Structure Review to drive operational efficiency; including SPU – Seattle Public Utilities, Seattle-KC Public Health (PH), WLRD – Water & Land Resources Divisions. Our team was to evaluate and recommend potential adjustments to best manage the Program's multi-agency workforce, accomplish current service delivery, and provide long-term efficiencies, effectiveness, and resilience (ability to sustain a healthy organization even when shocks to the system occur) as the Program's work and priorities evolve over time.	
How Our Firm Helped (Project Delivery & Outcome):	
Employed six sigma methodologies & ADKAR (Prosci Change Management) in developing an implementation framework strategy:	
<ol style="list-style-type: none">1. Conducted extensive interviews with a cross-section of Program and implementing partner agency leadership, staff and customers.2. Reviewed the historical record, including legislation and agreements, current authorizing legislation and agreements, current labor agreements, relevant operating documents, and any other document or information relevant to the structure and operation of the Program to understand why the Program was originally created and how its purpose has evolved over time, including current and future operating needs and requirements.3. Conducted an analysis of the Program's current operating structure's strengths, weaknesses, opportunities, and challenges. Include an analysis of the structure's ability to advance or limit racial equity.4. Explored the dominant causes of the agency's cultural practices and beliefs is intended to empower HWMP leadership and staff to develop actionable insights into how to continue to strengthen HWMP working environment5. Provided a compare and contrast analysis of the Program's structure with comparable regional agency designs.6. Research and examine emerging trends in organizational design to address issues and workforce needs for the next 20 years, including pros and cons given the relevant state and local laws and regulations and any operational issues associated with current operations (labor contracts, work plan commitments, or other known factors).7. Drove monthly meetings with the Steering Committee to discuss findings, issues, alternatives and near-term actions that could be taken to enhance the Program operations. Meeting agenda, notes, and recommendations incorporating Steering Committee comments.8. Delivered a summary presentation of recommended organizational structural changes and business operational changes with timelines to the Steering Committee program for full implementation.<ul style="list-style-type: none">o Developed New Org Structure to drive operational efficiencyo Delivered recommended improvements that fell under five categories; 1) Reorganize, 2) Reset, 3) Span of Control, 4) Reallocation of Misallocated Resources, 5) Management Developmento Developed KPIs (key Performance Indicators) to measure performance delivery and to ensure a continuous improvement culture at KC DNR – HWMP	

- Developed strategies and tools for full implementation, alignment, & tracking and monitoring of outstanding issues and to ensure all improvements sticks.

Project 2 / Reference 2 - Change Management

Our company worked on a project with WS DNR (Department of Natural Resources)

CLIENT – WS DNR (Department of Natural Resources)

Project Name	DNR HR Program Organizational Structure Development, Change Management & Management Analysis
Period of Performance	Jan 2018 – Dec. 2018
Contact (Name of References)	Stew Souders, srsouders@DOC1.WA.GOV (360) 350-6912

Project Description

Business Challenge: Washington State Department of Natural Resources (DNR) needed to grow its HR program's operating efficiency and stability, create a culture where its staff are inspired to be their best, to better partner with internal and external customers, and to be a leader in meeting the Commissioner's priority.

How Our Firm Helped (Project Delivery & Outcome):

- Organizational Development, Management Analysis and Work sessions facilitation to furnish the Washington State Department of Natural Resources (DNR or agency) with recommendations for improving the efficiency and effectiveness by which it conducts human resources throughout the agency. Developed a framework for implementing those recommendations, with the goal of supporting Commissioner Franz' plan to make DNR the best possible place to work
- Employed six sigma methodologies and ADKAR (Prosci Change Management) in developing an implementation framework strategy:
 - Conducted extensive interviews throughout the agency comprising providers and customers of HR services, including the Department Manager, Human Resources Division (HRD), the six Regions and several of the Divisions. The collective providers of HR services in the agency form the HR Program or HR
 - Conducted a social capital survey and ethnographic analysis to assess and understand the current state of DNR HR organizational health and culture, and to identify the practices and norms that either contribute to or detract from the organization's goal to be an employer of choice.
 - Explored the dominant causes of the agency's cultural practices and beliefs is intended to empower DNR leadership and staff to develop actionable insights into how to continue to strengthen DNR HR's working environment
 - Facilitated several working sessions to address code of conduct, conflict resolution and improve communication strategies and effectiveness
 - Developed and Implement New Org Structure to drive operational efficiency
 - Delivered recommended improvements that fell under five categories; 1) Reorganize, 2) Reset, 3) Span of Control, 4) Reallocation of Misallocated Resources, 5) Management Development
 - Developed and implemented a structured HR Operational methodology that focused on "Standard HR Functions" rather than individuals.
 - Developed KPIs (key Performance Indicators) to measure performance delivery and to ensure a continuous improvement culture at WS DNR
 - Developed strategies and tools for full implementation, alignment, & tracking and monitoring of outstanding issues and to ensure all improvements sticks.
 - Recommendation on what areas/functions can be virtualized

Project 1 / Reference 1 – Management and Business Analysis

Our company worked on a project with MS & AIM Consulting

CLIENT - MICROSOFT CORPORATION & AIM Consulting	
Project Name	GSOC & GSAC CRM Implementation & IT Infrastructure Assessment, & Services De-Coupling; Management and Business System Analysis and Improvement
Period of Performance	March 2015 – August 2015
Contact (Name of Reference)	Mike Hagan, mhagan39@hotmail.com (206) 612-4702
Project Description	
Business Challenge: Microsoft Global Security needed to implement a new CRM System and de-couple its Life Safety & Core Security Tasks from Customer Services administrative efforts to eliminate inefficiencies and non-value-added processes while reducing total cost of ownership. Developed and defined new roles and responsibilities and consulted with HR on new hires and reorganization.	
How Our Firm Helped (Project Delivery & Outcome):	
<ul style="list-style-type: none">Strategic Planning – CRM Assessment Readiness, stakeholder analysis, De-coupled Microsoft's Global Security and Operations Center's Life Safety & Core Security Tasks vs. Customer Services to eliminate inefficiencies and non-value-added processes while reducing total cost of ownershipEntailed extracting GSOC (Global Security Operations Center) monitoring data from the following systems; LENEL, PERSPECTIVE, and DESK JOURNAL, and MILESTONE. Then analyzed, scrubbed, and mapped data to appropriate buckets and area to deliver a sustainable performance management model (charts and metrics) for continuous improvement.Employed established Lean Six Sigma, Enterprise Architecture and SOA methodology to assess MS Global Security CRM Readiness and IT infrastructure and application models, organizational structure, day-to-day operational functionalities and capabilities. Gathered pain-points, constraints, & other limitations via stakeholders' interview (VOC) and analysis to arrive at an ideal future state (CTQ; Critical to Quality) and deliverable.Provided recommendation to ensure sustainability and business continuity of a state-of-the-art CRM implementation and functioning IT Department that illustrated how architecture, applications, and services needed to operate as a world class IT and business transformation solution.Proposed a new Organization structure (roles and responsibilities definition and alignment, new hires, new in-take process Visio diagram development, and phased approach for newly required IT investments and improvements implementation) to drive overall efficiency.<ul style="list-style-type: none">Organization Structure -<ul style="list-style-type: none">Clear separation of duties that currently exist into two basic types of service - Priority (Critical) and Customer Service/Other<ul style="list-style-type: none">Recommendations around structure and function.Priority around day to day operations and safeguarding of players and hotel guests PII (personal identifiable information) to ensure full compliances with required PCI compliance for POS systems.Customer Service and other operational tasks handling that may be averse to global security was outlined.Clear Roles and Responsibilities for MIS Department<ul style="list-style-type: none">Defined functions which require a physical presence in the MIS DepartmentTasks and functions that could be automated were identifiedRecommendation on what areas/functions can be virtualizedClear Roles and Responsibilities for Other Areas of Support<ul style="list-style-type: none">Defined functions which require a physical presence at MS Global securityTasks and functions that could be automated were identifiedRecommendation on what areas/functions can be virtualizedSimplification Recommendations on Procedures, Form & Functionality<ul style="list-style-type: none">Identify inefficiencies/redundancies/overlap of dutiesWorkstation changes recommended (if needed)Identified minimum staffing requirement for MS Global SecurityProcess Improvement - Delivered Time & Motion Sturdy to highlight end-to-end operational processes, identify effort and actual time for monitoring a specific alarm to full resolution and its' actual related cost.	

Project 2 / Reference 2 - Management and Business Analysis

Our company worked on a project with the Port of Seattle

CLIENT – Port of Seattle	
Project Name	MWBE Utilization Improvement Facilitation and Best Practices Implementation Across All Port Departments (HR, ELT, ED, CDC & CPO); Management and Business Process Improvement Analysis
Period of Performance	Jan 2017 – Jan 2018
Contact (Name of Reference)	Teresa Delicino, T.delicino@yahoo.com (253) 677-9287
Project Description	
Business Challenge: Port of Seattle wanted to increase its utilization of Small, Minority and Disadvantaged Businesses in Construction, Consulting and Goods and Services to 40% of annual spend.	
How Our Firm Helped (Project Delivery & Outcome):	
<ul style="list-style-type: none">Management Analysis and facilitation of Best Practices and implementation to increase the utilization of small, minority and disadvantage businesses in all procurement areas at the Port.We facilitated Port designated team(s) to address process, workflow and staffing requirements to implement best practices in areas of goal setting, outreach, utilization, tracking and compliance.Facilitated various meetings with all Port's Departments key stakeholders to gather intelligence and understand the current "AS-IS" process and pain points, provide detailed recommendation then developed "TO BE" required implementation improvements to drive a culture of continuous improvementBest Practice: Facilitate Port designated team(s) and coordinate meetings with pertinent City of Seattle staff around their procurement practice, and procedures in areas of goal setting, outreach, utilization, tracking and compliance. Managed process of capturing and defining best practice and implementation objectives.We employed lean six sigma process improvements by first delivering a detailed preliminary recommendation; defined, consolidated, and documented all policies, required core processes and controls<ul style="list-style-type: none">Key required improvements and changes to ensure sustainability and a continuous improvement cultureImplementation: Facilitated Port designated team(s) to address process, workflow and staffing requirements to implement best practices in areas of goal setting, outreach, utilization, tracking and compliance. Managed team process and monitor responsibilities, document implementation strategy and resource needsEmployed six sigma methodologies in developing an implementation framework strategy:<ul style="list-style-type: none">Working sessions formatDeveloped and delivered break-out sessions to implement measurable and sustainable improvements.	

Quality Assurance (4 pages maximum) (150 points)

Quality Assurance and Client's Satisfaction (Firm & Staff Qualifications)

Our firm's qualifications begin with our people. Our team consists of highly qualified practical SMEs (Prosci Certified, Certified Lean Sigma Master Black Belts and Black Belts, PH.Ds, and Masters' professionals) with an average of over 30 years of experience in organizational development, structure review and readiness assessment, business transformation and planning consultation, change management, & management and business analysis, and customer relationship management (CRM) software systems and implementation planning. We draw from our extensive background and expertise in project management, internal controls management, business programs coordination, and strategic communication improvement management. We develop key performance indicators to measure and manage process efficiency, support resource and workforce planning, and deliver six sigma lean process re-engineering training and certification and systems implementation to clients.

We are built around integrated core capabilities – people, process, and technology and industry expertise – the key capabilities needed to help tackle our client's most complex business problems. We are also experienced in interfacing with compliance and sustainability goals. A complementary aspect of these core capabilities is deep project experience in the areas of knowledge and information management, knowledge architecture development, tacit knowledge transfer and information architecture design.

In our approach to engagements from this SOW, we will leverage Lean Six Sigma Methodologies and ADKAR (Prosci Change Management tools) to deliver and implement exceptional results for clients by improving internal organizational policies, programs, processes, standards, procedures, and systems. We will lead efforts to identify best practice and organizational structures; identify and address agency gaps; provide real time fiscal data analysis; and provide direction on improving process work flows activities. We will also employ and ensure clear communication strategies, coordination, process management, organization and staff readiness in executing to all requirements. In addition, we will provide leadership and team coaching. Along the way we will ensure project and program cost management to customer's budget. Of relevance to this RFP is our experience with multi-disciplinary Washington State agencies. Key areas of delivery include:

- Government Agencies - WS DNR – CPI & Change Management Implementation, Org. Development, Programs, Policies, Cross Group Collaboration & Workforce Planning (Labor Union Laws & policies) & Metrics development, King County (Hazardous Waste Management Program Review and Change Management Implementation), Port of Seattle (WMBE Utilization increment program facilitation, performance audit, contracting requirements, & KPI implementation), Sound Transit (Financial Planning Management Training Facilitation and Delivery), Major Projects, & New Process Re-engineering and Operational Performance Optimization)
- Private Sector: IT & Software – MS - Organizational Performance Assessment, Program/Procedure Performance Audit Review, CPI development and Implementation, Change Management & Management and Business Analysis, & Business Process Re-engineering improvements.
- Private Sector: Supply Chain (Category Management discipline, Cost Control and Allocation analysis, and Vendor spend)

We have worked in collaboration and effectively delivered solutions for small and large teams and global fortune 500 companies and other non-profit organizations. Solutions delivered included leadership coaching, new organizational structure improvements, change management, & management and business analysis efforts while guiding, developing and monitoring the right strategies across all levels of the Organization. We have extensive experience working in each of the primary mission areas of government including health, community development, infrastructure building, human services, education, public safety, transportation, environmental protection, and regulatory functions.

We have aided clients in increasing the efficiency and effectiveness of their organizations, and scientific and technical ones, and developing strategy models. In building such teams at Microsoft and in a consulting firm, a strategic approach was developed to ensure coordinated staff the levels of effort of each staff member to quantify the needed headcount or headcount-conserving instrumentation. An essential element of the strategic model used in both cases is to design teams or divisions rather than to add or move staff individually without regard for the team dynamic.

Our capabilities are well positioned to help organizations prepare for and navigate the changes they will experience throughout any business transformation. Using our distinctive, insight-driven change analytics tools and our readiness assessment methods, our experienced personnel help clients lead their organizations to develop and adopt new ways of using technology to deliver new service experiences to their customers and partners.

Our proposed team for this RFP bring a wealth of experience in leading diverse groups in building a culture of trust, respect, collaboration, and partnership and with government agencies and organizations whose mandate is economic and community development. Our team's structure and synergy create transparencies and enables us to deliver the highest level of prompt quality results. All team members will be fully committed and our overflows (extended team) are easily accessible to engage when needed. Below are our team member's competencies.

Proposed Team Member's Competencies				
Resource and Intended Role	Typical Roles	Competencies	Formal Academic and Skills Training	Professional Qualifications and Demonstrative Performance Experiences
1 - CEO, POC (PM lead) Intended for Global Financial Accounting Management (Budgeting, Fiscal Analysis, Cost Allocation, Fiscal Reconciliation and Systems, System Consultation, and Internal Controls management), Organizational Development Leadership, Continuous Improvement Re-Engineering Advocate & Quality Assurance Director	<ul style="list-style-type: none">• Financial Planning Management Analysis & Reporting, Growth Identification, & KPI (Key Performance Indicators development)• Program & Project Management Lead & Execution• Quality Assurance Director• Risk Assessment• Organizational Development Management	<ul style="list-style-type: none">• Global financial and business planning & Management• Project and Product Management and Execution• Requirements gathering & system implementation• Process re-engineering & Change management• NPV/ ROI/IRR Analysis, and risk assessment• Business Process Management (BPM)	<ul style="list-style-type: none">• Lean Six Sigma Black Belt• Six Sigma Green Belt• MBA IT Management• BA Business Administration• BA Accounting	<ul style="list-style-type: none">• 30+ years of delivering business solutions, global financial planning and analysis management reporting, fiscal operations management, long range planning, quarterly forecasting, and management, organizational development and change management, quality system assessments and documentation for fortune 100 companies.• 10 years of driving Six Sigma Lean process re-engineering

	<ul style="list-style-type: none"> • Change Management Expert 	<ul style="list-style-type: none"> • Organizational Development • Team Leadership 		<p>and system implementation improvement.</p> <ul style="list-style-type: none"> • 12+ year MS project user • Cross functional team building and dynamics • Cross-cultural communication skills and experience
3 – Sr. Director (Prosci Certified) Intended for Organizational Development, Business Plan & Operational Management, & Communication Strategies Development	<ul style="list-style-type: none"> • Program lead on complex projects • Risk Management • Program lead on new service or offering designs • Information or liaison officer • Communications Strategies Director & Specialist 	<ul style="list-style-type: none"> • Portfolio assessment • Project Execution • Training Delivery • Metrics design • Constituent reporting and communications 	<ul style="list-style-type: none"> • Lean Six Sigma Master Black Belt • Transactional Lean Sensei • Agile Scrum Master • ISO Auditor • Ph. D in Org. Management • Master's in management • B.A. English 	<ul style="list-style-type: none"> • 25 years in operations improvement and program management for Fortune 100 companies and large non-profit organizations. • \$1.8 Billion dollars in revenue and savings created by programs under her leadership • 15 years of experience with state, federal, and international regulators. • Cross functional team building and dynamics • Cross-cultural communication skills and experience
2 - VP Intended for analysis and development of guidance specifically for science and policy organizations; developing recommendations for organizational modifications and enhancement	<ul style="list-style-type: none"> • Development strategies for science and policy organizations • Change Management Implementation in public and private sector organizations • Government process change and management 	<ul style="list-style-type: none"> • Enterprise Architecture Leader • Science, engineering and policy staffing • Lead environmental program development and implementation • Science and compliance process Modeling • Public Sector Organizational Design and Innovation • Data Analysis, Knowledge Management Systems and Teamcenter Software Development Methodology 	<ul style="list-style-type: none"> • Adjunct Professor Environmental Management • Professional Geologist • D. Env. • Environmental Science and Engineering • MA Geology • BS Geology & Geophysics 	<ul style="list-style-type: none"> • Senior Executive caliber leader with 30 years of proven success in federal government, industry and consulting; delivering innovative organizational design and implementation • Extensive experience transforming technical public-sector clients; Oregon Department of Environmental Quality, Port of Portland, Port of Seattle • Successful track record in designing and improving science and policy organizations within private sector companies • Multidisciplinary team leadership and building, team dynamics communications
4 - Director Intended for Business Management Strategies, Lean Six Sigma Process Re-engineering and Process Efficiency Improvements	<ul style="list-style-type: none"> • Strategic IT Project & Program Management Execution • Enterprise Architecture Leader • Business Process Model Management, Compliance & Implementation Lead • Simulation of New Business Models Lead 	<ul style="list-style-type: none"> • Enterprise Architecture Leader • Business Process Management (BPM), Compliance & Implementation • Application Portfolio Management • Process Modeling • Business Model Design and 	<ul style="list-style-type: none"> • Lean Certified • Six Sigma Master Black Belt • Six Sigma Black Belt • M.S Public Policy • B.S Mechanical Engineering 	<ul style="list-style-type: none"> • Senior Executive caliber leader with 20 years of proven success in Enterprise-wide transformation • 20+ years in delivering high-value, high stakes transformation, improvement and/or innovation for fortune 500.

	<ul style="list-style-type: none"> • Quality Assurance & Controls Support • Change Management Office (CMO) Lead & Implementation 	<ul style="list-style-type: none"> Innovation • Simulation of New Business Models Lead • Business Intelligence Solutions • Data Analysis and Agile Software Development Methodology • Quality Assurance & Controls 		<ul style="list-style-type: none"> • Deep expertise in IT Enterprise Architecture, Business Process Management & Models, Agile Software Development • Cross functional team building and dynamics • Cross-cultural communication skills and experience
5 – Sr. Change Management & Management Coaching and Development Consultant (Prosci Certified) Sr. Program and Project Management for Enterprise-wide Organizational Change Management Strategies, Planning and Execution. Prosci Change Management & <u>Business Process Improvement Specialist</u> , Optimization & Solution Delivery	<ul style="list-style-type: none"> • Change Management Office (CMO) Lead & Implementation • Org Change Management lead on enterprise-wide business transformation projects • Change Management Expert • Enterprise-wide Business Transformation Expert • Post-Merger Integration Lead • Separation Planning and Execution (Divestitures) • Transition Manager • Leadership Training & Development • IT Project & Program Management Execution 	<ul style="list-style-type: none"> • Establish and manage Organizational Change Management Office (CMO) that develops and maintains the common thread for: • Vision for Change • Leadership Alignment • Org Risk and Readiness Assessment (ORRA) • Change Impact Assessment • Cultural Assessment and Leadership Action Plan • Communication Plan • Stakeholder Engagement Plan • Training • Post Go-Live User Adoption Plan 	<ul style="list-style-type: none"> • Prosci Certified • Controller for Microsoft business unit • M.H.A. in master's in health administration • B.A. English 	<ul style="list-style-type: none"> • 22+ years of delivering outcome-based org change management business solutions for enterprise-wide business transformations, mergers and acquisitions • Cross functional team building and dynamics • Cross-cultural communication skills • Workshop and meeting facilitation • Enterprise-wide Business Transformations • Transition Manager • IT Project & Program Management Execution
7 – Sr. IT Security & Business Transformation Consultant Intended for MS Access Database Development, IT Infrastructure Architect, System Security Assessment & Management, & BI Dashboard Reporting Development and Data Migration	<ul style="list-style-type: none"> • IT Infrastructure automation & customization Lead • MS Access Database Developer • Business Analysis • BI Dashboard Reporting Developer • Enterprise Architecture Systems Engineering & Assessment Lead • IT Business Transformation & Intelligence Solutions Lead • IT Architecture & Governance Cloud Computing Migration Lead • Search engine Lead Optimization Lead • Quality Assurance & Controls Support 	<ul style="list-style-type: none"> • BI Reporting/KPI Metrics Solutions/T-SQL – MS access • Reporting/Metrics Solutions • Big Data infrastructure build out, capacity planning and management • IT Infrastructure automation & Enterprise Architecture Systems Engineering • ITIL solutions • IT Architecture & Governance Cloud computing migration • Data ingest, search engine and storage build out • Business Process Management, Compliance & Implementation • Requirements & Intelligence Gathering • Quality Assurance & Controls 	<ul style="list-style-type: none"> • Amazon Web Services Solutions Architect • B.S Electrical and Computer Engineering with Minors: Math and Computer Science 	<ul style="list-style-type: none"> • 9+ years of industry experience as a seasoned Senior Data Infrastructure/DevOps Engineer • Experience building and managing large petabyte scale big data processing platforms (Hadoop) running on hundreds of Linux servers • Built distributed data processing systems (Spark, Yarn), Amazon Web Services EC2 environment and managed several 24/7 high availability systems and infrastructure servers.

Qualifications Essay (8 pages maximum) (200 points)

Our firm has over 30 years of experience delivering Organizational Development, Change Management (PROSCI, & Lean Six Sigma), Management & Business Analysis, CRM, Financial Planning Management, Leadership Coaching and Consultation to clients. Table below highlights our consulting firm and team's qualifications and educational requirements in alignment with this RFP requirements – Exhibit b – Performance Requirements.

Firm & Team Member's Education & Professional Competencies				
Resource and Intended Role	Typical Roles	Competencies	Formal Academic and Skills Training	Professional Qualifications and Demonstrative Performance Experiences
1 - CEO, POC (PM lead) Global Financial Accounting Management (Budgeting, Fiscal Analysis, Cost Allocation, Fiscal Reconciliation and Systems, System Consultation, and Internal Controls management), Organizational Development Leadership, Continuous Improvement Re-Engineering Advocate & Quality Assurance Director	<ul style="list-style-type: none"> • Financial Planning Management Analysis & Reporting, Growth Identification, & KPI (Key Performance Indicators development) • Program & Project Management Lead & Execution • Quality Assurance Director • Risk Assessment • Organizational Development Management • Change Management Expert 	<ul style="list-style-type: none"> • Global financial and business planning & Management • Project and Product Management and Execution • Requirements gathering & system implementation • Process re-engineering & Change management • NPV/ ROI/IRR Analysis, and risk assessment • Business Process Management (BPM) • Organizational Development • Team Leadership 	<ul style="list-style-type: none"> • Lean Six Sigma Black Belt • Six Sigma Green Belt • MBA IT Management • BA Business Administration • BA Accounting 	<ul style="list-style-type: none"> • 30+ years of delivering business solutions, global financial planning and analysis management reporting, fiscal operations management, long range planning, quarterly forecasting, and management, organizational development and change management, quality system assessments and documentation for fortune 100 companies. • 10 years of driving Six Sigma Lean process re-engineering and system implementation improvement and efficiencies; employing the right methodologies at all project level deliverables to eliminate waste and redundancy for Global Companies • 12+ year MS project user • Cross functional team leadership and building, dynamic communications and problem solving • Cross-cultural communication skills and experience
3 – Sr. Director (Prosci Certified) Intended for Organizational Development, Business Plan & Operational Management, & Communication Strategies Development	<ul style="list-style-type: none"> • Program lead on complex projects • Risk Management • Program lead on new service or offering designs • Information or liaison officer • Communications Strategies Director & Specialist 	<ul style="list-style-type: none"> • Portfolio assessment • Project Execution • Training Delivery • Metrics design • Constituent reporting and communications 	<ul style="list-style-type: none"> • Lean Six Sigma Master Black Belt • Transactional Lean Sensei • Agile Scrum Master • ISO Auditor • Ph. D in Org. Management 	<ul style="list-style-type: none"> • 25 years in operations improvement and program management for Fortune 100 companies and large non-profit organizations. • \$1.8 Billion dollars in revenue and savings created by programs under her leadership

			<ul style="list-style-type: none"> • Master's in management • B.A. English 	<ul style="list-style-type: none"> • 15 years of experience with state, federal, and international regulators. • Cross functional team leadership and building, team dynamics communications and problem solving on a global basis • Cross-cultural communication skills and experience
2 - VP	Intended for analysis and development of guidance specifically for science and policy organizations; developing recommendations for organizational modifications and enhancement	<ul style="list-style-type: none"> • Development strategies for science and policy organizations • Change Management Implementation in public and private sector organizations • Government process change and management 	<ul style="list-style-type: none"> • Enterprise Architecture Leader • Science, engineering and policy staffing • Lead environmental program development and implementation • Science and compliance process Modeling • Public Sector Organizational Design and Innovation • Data Analysis, Knowledge Management Systems and Teamcenter Software Development Methodology 	<ul style="list-style-type: none"> • Adjunct Professor Environmental Management • Professional Geologist • D. Env. Environmental Science and Engineering • MA Geology • BS Geology & Geophysics <ul style="list-style-type: none"> • Senior Executive caliber leader with 30 years of proven success in federal government, industry and consulting • 30+ years in effective and innovative design and implementation of scientific and technical organizations • Extensive experience transforming technical public-sector clients; Oregon Department of Environmental Quality, Port of Portland, Port of Seattle • Successful track record in designing and improving science and policy organizations within private sector companies • Multidisciplinary team leadership and building, team dynamics communications and problem solving. • Cross-cultural communication skills.
4 - Director	Intended for Business Management Strategies, Lean Six Sigma Process Re-engineering and Process Efficiency Improvements	<ul style="list-style-type: none"> • Strategic IT Project & Program Management Execution • Enterprise Architecture Leader • Business Process Model Management, Compliance & Implementation Lead • Simulation of New Business Models Lead • Quality Assurance & Controls Support 	<ul style="list-style-type: none"> • Enterprise Architecture Leader • Business Process Management (BPM), Compliance & Implementation • Application Portfolio Management • Process Modeling • Business Model Design and Innovation • Simulation of New Business Models Lead • Business Intelligence Solutions 	<ul style="list-style-type: none"> • Lean Certified • Six Sigma Master Black Belt • Six Sigma Black Belt • M.S Public Policy • B.S Mechanical Engineering <ul style="list-style-type: none"> • Senior Executive caliber leader with 20 years of proven success in Enterprise-wide transformation and innovation • 20+ years in delivering high-value, high stakes transformation, improvement and/or innovation for fortune 500. • Deep expertise, acumen and success in Enterprise Architecture, BPM, (Business Process Management),

		<ul style="list-style-type: none"> • Data Analysis and Agile Software Development Methodology • Quality Assurance & Controls 		<ul style="list-style-type: none"> Business Model Design and simulation of new Business Models, BI (Business Intelligence), Agile Software Development Methodology and Continuous Improvement and Change Management. • Successful track record in diverse industries (IT, Healthcare, Manufacturing, Hi-tech) • Cross functional team leadership and building, team dynamics and communications • Cross-cultural communication skills and experience
5 – Sr. Change Management & Management Coaching and Development Consultant (Prosci Certified) Sr. Program and Project Management for Enterprise-wide Organizational Change Management Strategies, Planning and Execution. Prosci Change Management & <u>Business Process Improvement Specialist</u> , Optimization & Solution Delivery Development for Executive Leadership.	<ul style="list-style-type: none"> • Change Management Office (CMO) Lead • Org Change Management lead on enterprise-wide business transformation projects • Change Management Expert • Enterprise-wide Business Transformation Expert • Post-Merger Integration Lead • Separation Planning and Execution (Divestitures) • Transition Manager • Leadership Training & Development • Change Management Implementation • IT Project & Program Management Execution • Cross Functional Team Leadership 	<ul style="list-style-type: none"> • Establish and manage Organizational Change Management Office (CMO) that develops and maintains the common thread for: <ul style="list-style-type: none"> • Vision for Change • Leadership Alignment • Org Risk and Readiness Assessment (ORRA) • Change Impact Assessment • Cultural Assessment and Leadership Action Plan • Communication Plan • Stakeholder Engagement Plan • Post Go-Live User Adoption Plan • User Adoption Metrics 	<ul style="list-style-type: none"> • Prosci Certified • Controller for Microsoft business unit • M.H.A. in master's in health administration • B.A. English 	<ul style="list-style-type: none"> • 22+ years of delivering outcome-based org change management business solutions for enterprise-wide business transformations, mergers and acquisitions • Cross functional team leadership and building, dynamics communications and problem solving • Cross-cultural communication skills and experience • Workshop and meeting facilitation • Enterprise-wide Business Transformations • Transition Manager • IT Project & Program Management Execution
7 – Sr. IT Security & Business Transformation Consultant Intended for MS Access Database Development, IT Infrastructure Architect, System Security Assessment & Management, & BI Dashboard Reporting Development and Data Migration	<ul style="list-style-type: none"> • IT Infrastructure automation & customization Lead • MS Access, MS Office 365 Applications • Business Analysis • BI Dashboard Reporting Developer • Enterprise Architecture Systems Engineering & Assessment Lead 	<ul style="list-style-type: none"> • BI Reporting/KPI Metrics Solutions/T-SQL • MS Access, MS Office 365 Applications • Reporting/Metrics Solutions • Big Data infrastructure build out, capacity planning and management • IT Infrastructure automation & Enterprise 	<ul style="list-style-type: none"> • Amazon Web Services Solutions Architect • B.S Electrical and Computer Engineering with Minors: Math and Computer Science 	<ul style="list-style-type: none"> • 9+ years of industry experience as a seasoned Senior Data Infrastructure/DevOps Engineer • Experience building and managing large petabyte scale big data processing platforms (Hadoop) running on hundreds of Linux servers • Built distributed data

	<ul style="list-style-type: none">• IT Business Transformation & Intelligence Solutions Lead• IT Architecture & Governance Cloud Computing Migration Lead• Search engine Lead Optimization Lead• Quality Assurance & Controls Support	<ul style="list-style-type: none">Architecture Systems Engineering• ITIL solutions• IT Architecture & Governance Cloud computing migration• Data ingest, search engine and storage build out• Hadoop Infrastructure Management• Business Process Management, Compliance & Implementation• Requirements & Intelligence Gathering• Quality Assurance & Controls		<p>processing systems (Spark, Yarn), Amazon Web Services EC2 environment and managed several 24/7 high availability systems including web servers, databases, caching systems and other infrastructure servers.</p> <ul style="list-style-type: none">• Expertise in writing software to automate redundant tasks relating to the management of infrastructure tasks and system management.
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How our Firm's Experience and Qualifications will enable us to provide quality services to customers of the DES Master Contract.

We serve as a catalyst for performance improvement within private and public sectors organizations. We draw upon proven methods and best practices gleaned from documented national experience to develop tailor-made solutions for each client. We strive to have each engagement make a lasting and sustainable impact. This means working side-by-side with staff at all levels of organization, building bridges across divisions and incubating new practices.

We understand that there may be many kinds of obstacles to forward progress. In a complex and dynamic environment, with ever-tightening resources, crisis management is all too frequently the norm. In this environment, it can be difficult to articulate a clear future vision and make steady progress. We bring expert assessment and facilitation resources to help organizations agree on a vision that integrates multiple perspectives. Then, we provide management and technical support to monitor progress and keep things on track.

We focus on the intersection of three key elements that must come together for an organization to achieve lasting performance improvements:

- Critical decision-making responsibilities and methods
- Data and information systems that support decision making and delivery processes
- Business processes for procuring and delivering products and services

We currently understand that DES and its partners operates in a dynamic environment. Policies, procedures and business processes can shift due to leadership changes, reorganization, new regulations, and technology upgrades. Such shifts can create a situation in which complete and accurate documentation of current processes does not exist. The organization may become reliant on key veteran employees to navigate the steps required to get things done. Several different variants of a process may be in place, creating inconsistencies, confusion and inevitably, delays.

In our approach to engagements arising from this RFP, we will draw on our extensive background in organizational structure development and improvement, change management, & management and business analysis, and leadership coaching, and driving operational efficiency and analyzing and

solving organizational problems through improvements in structure, processes and procedures. We will lead efforts to identify best practice and organizational structures; identify and address agency gaps; provide real time fiscal data analysis; and provide direction on improving process work flows activities. We will also employ and ensure clear communication strategies, coordination, process management, organization readiness and staff readiness in executing to all requirements per the SOW.

We will employ six sigma methodologies to first understand and assess “AS-IS” current state through the voice of customer (VOC) channel, and outline what is CTQ – critical to quality in ensuring a successful measurable and sustainable implementation delivery to drive better awareness for DES and partners.

Our resources will collaborate with DES & partners’ leadership and other stakeholders with assessing organizational structure, program capabilities and readiness, change management and required skillset, workflow processes, organizational dynamics, and outcome measurements. We will then develop a clear direction for future effective coordination at the program level to improve executive level awareness of all programs and relationships. We will also guide, develop, monitor and implement strategies for change management readiness and organizational structural change activities within the client’s organization. Clarify an effective organizational structure for the agency’s and agency’s fiscal processes; identify and address gaps in agency needs; and develop a clear direction for future effective operations. To that end, we will employ the multiple tools outlined in table 1 below; our end-to-end solution delivery methodologies in general alignment of work to the phases in the traditional PMI and contemporary Design for Six Sigma (DFSS) frameworks, along with the specific tools and activities for each phase. These tools and activities will each produce a deliverable, and are drawn from Lean, Six Sigma, BPM and Agile to meet the full scope of work.

PMI Phase	DFSS Phase	Lean Tools to Be Used	Six Sigma Tools to Be Used	Agile Tools to Be Used	Architecture and BPM Tools & Delivery
PLAN	DEFINE	<ul style="list-style-type: none"> • Stakeholder Interviews • Work-cell/Lean org role analysis 	<ul style="list-style-type: none"> • Stakeholder interviews • VOC (user and sustainer) Kano or Townsend analysis • Critical to Quality feature trees • Critical to Customer features trees • Established RACI (roles and team rhythm charter for meetings and toll gate reviews) 	<ul style="list-style-type: none"> • Stakeholder interviews, • Key feature logs • CAP capability and affinity meetings 	<ul style="list-style-type: none"> • Develop early Architectural conceptual model and frameworks • Rationalize and Integrate above with existing organization’s HR artifacts (e.g. from Gartner, etc.) • Develop requirements for Process Architecture (i.e. BPM tool), information architecture.
	MEA-SURE	<ul style="list-style-type: none"> • 5s Data Audit, • Level One Value Stream Mapping of existing contract and account mgmt. processes and tools • Basic task analysis where applicable • Level one swim lane maps to understand inter-team work 	<ul style="list-style-type: none"> • Measurement System Analysis on reports and universal baseline for tracking performance • Comparative or Best Practices Review from Different Companies/Public organizations. • Current Process Capabilities and performance. 	<ul style="list-style-type: none"> • System Comparison, Portable Feature Audit (CAP) • Process automation/K2 assessment 	<ul style="list-style-type: none"> • Evaluate existing gap to agree upon frameworks and approximate effort to close gaps • Perform initial inventory of critical agency HR assets (People, roles and responsibilities and performance) (e.g. applications, processes, such as applications, business rules, etc.)

DO	ANA-LYZE	<ul style="list-style-type: none"> • Level Two Value Stream Mapping of existing contract and account mgmt. processes and tools • Basic task analysis where applicable • Level two swim lanes to help design new workflows with fewer hand-offs 	<ul style="list-style-type: none"> • CM Best practices audit against existing guidelines and practices. • Gap analysis • Heat map: Challenges and shortcomings • Cool map: Ideal state and retained/capitalized elements • Future State Value Stream mapping • Analysis of notional org structure against ideal/best practices 	<ul style="list-style-type: none"> • Heat map: Challenges and shortcomings • Cool map: Ideal state and retained/capitalized elements • Build functional roles and responsibilities Log • Process automation simulation design 	<ul style="list-style-type: none"> • Click down of rationalization studies to prioritize opportunities. • Next click down of gap analysis to determine initial cost estimates to close gaps for key HR program functions improvement enablers (e.g. BPM platform, Cloud platform, application platform, information management platform) • Develop initial ROI for the above • Develop initial roadmaps for the above (includes phasing plan) • Develop skills gap assessment • Translate all above into a prioritized list of actions and roadmaps
	DEPLOY (pilot or full solution)	<ul style="list-style-type: none"> • Lean work cells and lean org design to refine notional org structure for greatest efficiency, accuracy and savings. 	<ul style="list-style-type: none"> • Design tentative reporting, business rhythm and review (control) plan • Implement future state processes changes. • Design and implement consolidated and simplified guidelines • Pilot refined processes across all internal and external customers • Create instructional communication tools and training curricula • Train pilot participants and support partners 	<ul style="list-style-type: none"> • Begin HR Program function monitoring for expectation • Begin daily scrums 	<ul style="list-style-type: none"> • Implement phase 1 action items • Governance and Change Management mechanisms stood-up and tested (e.g. Process Owners, Application Owners, Capability Owners, etc.). Stand-up initial version of electronic "Control Room" (focus is on 'visualization') • Begin process of integrating newly developed Org structure and processes to ensure sustainability
CHECK	VERIFY	<ul style="list-style-type: none"> • Measure new task time and confirm value stream impacts 	<ul style="list-style-type: none"> • Project estimated financial, accuracy and time-efficiency benefits • Monitor pilot deployment of Hallway, new tools, processes and guidelines. • Gap analysis. • Refinement assessment and plan. 	<ul style="list-style-type: none"> • Burn-down and desk level reviews at key junctures with stakeholders and against corresponding project deadlines. • Look-sprint review 	<ul style="list-style-type: none"> • Governance and Change systems now verified thru stress testing with live cases • Stress test newly designed and/or automated processes • Stress test newly implemented applications • Stress test newly implemented processes
ACT	DEPLOY (controls and solution refinements)		<ul style="list-style-type: none"> • Deploy refined reports, business rhythm, and review (control) plan • Review and confirm financial, accuracy and time-efficiency benefits 	<ul style="list-style-type: none"> • Create new HR process function log. • Plan ongoing sprint rhythm • Align to/incorporate into 	<ul style="list-style-type: none"> • Based on phase I performance make any necessary adjustments to phase II and related roadmaps • Re-evaluate micro and macro trends in

				HR operational function schedules as needed and control plan.	technology, social and other to re-confirm or refine phase II plans and roadmaps
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Our organizational development change management & management and business analysis capabilities are well positioned to help DES and its' partners and service purchasers prepare for and navigate the changes they will experience throughout future organizational and business transformations. Using our distinctive, insight-driven change analytics tools (BPM tool below) and our readiness assessment methods, we would help organizations develop and adopt new ways of using technology to deliver new service experiences to the citizens of Washington State and across all enterprises.

Business Process Mapping (BPM)

Our Business Process Map (BPM) identifies each step of a client's process and provides links to more detailed documentation specifying roles and responsibilities, procedures, forms, and (as appropriate) guidance for automated components of their processes.

Our Process:

Developing a Process Map would involve the following steps:

- Information Gathering and Analysis – A team of knowledgeable stakeholders will be brought together and asked to walk through their understanding of the client's current process. Existing documentation of the process would be obtained. Any forms, user manuals, and policy documents would be identified and reviewed. Based on the interviews and review of documents, an initial sketch of the "as is" process would be developed, and points of intersection with existing process maps would be identified.
- Negotiation of Process Improvements – In some cases, a BPM effort would be initiated with the objective of both streamlining and documenting a process. Where process improvements are being sought, current bottlenecks and inefficiencies would be identified. Relevant stakeholders would be brought to the table to collaboratively identify streamlining opportunities. These opportunities would be presented to agency decision makers and agreed-upon process changes would be documented.
- Roles & Responsibilities – We would set up an accountability framework for delivering business value from personnel. Define roles for managing HR functions and services and assign responsibilities within the organization.
- Process Map Development – The detailed process map would be developed through an iterative process of stakeholder review and revision. Each process step would be diagrammed, and detailed guidance and resource materials relevant to each step would be assembled (or drafted as needed.)
- Process Map Deployment - The BPM would be deployed on the agency's internal (or external) web site. The launch of the process map would be accompanied by training sessions that acquaint staff with the BPM, walk them through the process, and request feedback. This feedback can then be used to make further enhancements to the BPM.

Exceptional, value-added future and capabilities beneficial to DES and Partners that we bring

We are committed to helping public works agencies optimize use of scarce resources and improve delivery of organizational development, change management, & management and business analysis efforts. We support agency executives and technical staff in implementing improvements to business processes and associated information systems. Our team members are known for their exceptional level of responsiveness and ability to develop practical yet innovative solutions to challenging problems.

Below are the impacts and outcomes we will have while supporting the DES and its partners;

✓ **Strategic Management**

Many agencies undertake periodic strategic planning efforts to guide and focus activities towards achievement of a vision, mission and set of supporting goals and objectives. Even where formalized strategic planning is not done, agency leaders must choose where to focus their energies to have maximum impact with limited time. We will work in partnership with DES and partners to clarify critical objectives, identify constraints and opportunities, and articulate realistic strategies and actions. We will support both formal and informal strategic planning processes.

✓ **Performance Management**

In today's evolving funding environment, agencies must meet growing expectations for demonstrating effective use of resources and linking expenditures to results. We offer a complete set of performance management services that help organizations to develop appropriate performance measures, assess baseline performance, and identify and monitor strategies for performance improvement.

✓ **Data Management**

Quality data provides the foundation for a wide range of agency decisions – from budgeting and program development to deployment of crews for maintenance. We offer specialized services to help organizations target data investments and gain maximum value from the data that they acquire.

✓ **Asset Management – Management and Business Analysis Focus**

Public works agencies face major challenges in stretching available resources to address a growing backlog of asset maintenance and rehabilitation needs. We help our clients to strengthen their ability to make difficult resource allocation decisions within and across different classes of assets – and to make the case for additional resources. We draw upon a rich set of tools, techniques and best practices for optimizing investments in physical assets.

✓ **Knowledge Management**

Many organizations are facing a brain drain due to retirements of senior staff. Staff turnover at all levels is disruptive at best, and at worst can result in permanent loss of valuable institutional knowledge. We help our clients to document core business processes and implement programs for knowledge capture and transfer.

✓ **Risk Management**

Many organizations are facing a brain drain due to retirements of senior staff. Staff turnover at all levels is disruptive at best, and at worst can result in permanent loss of valuable institutional knowledge. We help our clients to document core business processes and implement programs for knowledge capture and transfer.

Commitment to Diversity, Equity, and Inclusion (DEI) (2 pages maximum) (150 points)

We are certified by the OMWBE as a Minority Business Enterprise (MBE), a Disadvantaged Business Enterprise (DBE), and an SBE that strongly emphasizes and promotes a diverse work environment (committed to equity) and strive for the opportunity to partner with other OMWBE Firms. This is also evident on the career page of our website. We are also a King County Certified Small Contractor and Supplier (SCS).

Our firm does not discriminate in its employment practice as outlined on our website; Our company policy provides for a working environment free from discrimination or harassment based on race, color, religious creed, sex (including pregnancy, childbirth, breast-feeding and related medical conditions), sexual orientation, gender identity, gender expression, national origin or ancestry, age, mental or physical disability (including medical condition), military or veteran status, political preference, marital status, citizenship, genetic information or other status protected by law or regulation. Our commitment extends to all facets of employment, including recruiting, selection, training and promotion. We are committed to employing the most qualified employees based on objectively valid factors. All employees, contractors and subcontractors will conduct themselves in accordance with the company's policy with no excuse or exceptions. Discrimination or harassment will not be tolerated at our firm. We continue to endorse affirmative action programs for women, minorities, individuals with disabilities, and protected veterans as a tool to help eliminate potential barriers to equal employment opportunity and achieve a diverse and inclusive workforce. In addition, our commitment ensures reasonable accommodation for qualified individuals with a disability.

Our team is diverse, and we continue to look for efforts in partnering with other diverse small business; meaning the proposed team for all engagements arising from this RFP will remain diverse for the duration of all scope of work. To continue our adherence to diversity and inclusion, our recruitment methodology and approach (efforts) to hiring and maintaining a diverse workforce are outlined below;

Our recruiting team is well educated on regulations from the Equal Employment Opportunity Commission to ensure we are in full compliance. The EEOC provides valuable information and guidelines so our recruitment team has a great understanding of what hiring discrimination looks like in order to guard against discriminatory practices. We stay well informed in order to guard against hiring discrimination. We leverage online videos in our hiring process for compliance with all EEOC regulations, and they provide us a great opportunity to save time and money.

- ***Skills and Qualification Focus***
 - We Identify, define and document the exact skills sets an ideal candidate should possess for roles. This brings about focus on tangible and measurable aspects of the candidate and his/her ability to perform the skills necessary for the job and minimize the likelihood of letting gut feelings or subconscious prejudices impact our hiring decisions.
- ***Standardize the Hiring Process***
 - We ensure a standardize hiring process is in place and fully followed. We brainstorm on list of questions to ask candidates and ensure every candidate is asked the same questions. Interviewers in the hiring loop are required to take notes for transparency and comparison (response weighting) and eliminate chances of biased results.

- ***Department Heads Inclusion in Hiring Process***

- We ensure all department heads are included in the hiring process and interview panel to reduce chances of unconscious bias in certain individuals. Teamwork and feedback sharing are very critical and essential for avoiding discriminatory practices by our firm. Overall, it brings about hiring great workers through the hiring of a diverse staff of talents (people).

- ***Retaining a Diverse Team***

- Our talent acquisition team makes it a goal to periodically conduct “check in” interviews with diverse hires to discuss their career and experience at our firm. It provides our executive team a great understanding of what is and isn’t working so to outline opportunities for improvement. Ongoing interaction with both hiring managers and candidates provides a great opportunity for our executives to pinpoint problems and improve retention.

Our CEO will continue to oversee the company’s adherence to EEO laws and will ensure that employment actions regarding staffing and managing work will be carried in a nondiscriminatory manner.

Not to Exceed Rates (NTE) (150 points)

Hourly Not to Exceed (NTE) Rates

NTE Rate for	Maximum Points Available	Quoted Hourly NTE Rate (<i>must provide a rate for both</i>)
Standard Hourly Work Rate	140	\$ 250.00
Travel to and from worksite(s) if requested and approved by customer (<i>This is only for the employee's salary rate, and does not apply to mileage, airfare, meals, hotels, are per diem</i>)	10	\$ 200.00

TRAVEL COSTS. Travel wages will only be paid at the behest/discretion of the customer for work performed for and at the Not to Exceed Rate quoted on their bid. Per diem, accommodations, and other related items will only be paid at the behest/discretion of the customer, and in accordance with the [Washington Office of Financial Management's State Administrative & Accounting Manual \(SAAM\), Chapter 10](#).

Return this Bidder Response Sheet to Procurement Coordinator at:

DESCContractsTeamCedar@des.wa.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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	CONTACT NAME:	
	PHONE (A/C, NO, EXT):	FAX (A/C, NO):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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		ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	EACH OCCURRENCE	\$			
								DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$			
								MED EXP (Any one person)	\$			
								PERSONAL & ADV INJURY	\$			
								GENERAL AGGREGATE	\$			
								PRODUCTS - COMP/OP AGG	\$			
									\$			
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	COMBINED SINGLE LIMIT (Ea accident)	\$			
								BODILY INJURY (Per person)	\$			
								BODILY INJURY (Per accident)	\$			
								PROPERTY DAMAGE (Per accident)	\$			
									\$			
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	EACH OCCURRENCE	\$				
							AGGREGATE	\$				
								\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	PER STATUTE		OTHER	
									E.L. EACH ACCIDENT	\$		
									E.L. DISEASE - EA EMPLOYEE	\$		
									E.L. DISEASE - POLICY LIMIT	\$		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

Elisa Beam



Policyholder Information

Named Insured & Mailing Address

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

Agent Mailing Address & Phone No.

(253) 272-1151
HENTSCHELL & ASSOCIATES INC
1436 S UNION AVE
TACOMA, WA 98405-1925



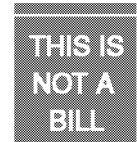
235

1 of 54

Your
Commercial
Documents

Dear Policyholder:

We know you work hard to build your business. We work together with your agent, **HENTSCHELL & ASSOCIATES INC (253) 272-1151** to help protect the things you care about. Thank you for selecting us.



Enclosed are your insurance documents consisting of:

- Business Auto

To find your specific coverages, limits of liability, and premium, please refer to your Declarations page(s).

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (253) 272-1151



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (253) 272-1151
- In case of a claim, call your Agent or 1-844-325-2467

You Need To Know

- CONTINUED ON NEXT PAGE

To report a claim, call your Agent or 1-844-325-2467

DS 70 20 01 08

You Need To Know - continued

- **NOTICE(S) TO POLICYHOLDER(S)**

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNA90 16 11 16	2016 Commercial Auto Miscellaneous Form Revisions Advisory Notice to Policyholders
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 89 69 11 10	Important Policyholder Information Concerning Billing Practices
SNA46 02 09 17	Important Notice To Policyholders Revisions To The Transfer Of Rights Of Recovery Against Others To Us Provision
SNI04 01 01 20	Liberty Mutual Group California Privacy Notice

- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

2016 COMMERCIAL AUTO MISCELLANEOUS FORM REVISIONS ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following forms and endorsements which apply to your renewal policy being issued by us. The forms and endorsements may reduce or broaden coverage.

Reductions Of Coverage

CA 23 44 - Public Or Livery Passenger Conveyance Exclusion

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered auto.

CA 23 45 - Public Or Livery Passenger Conveyance And On-demand Delivery Services Exclusion

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used:

- As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered auto; or
- By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide delivery services, which includes courier services, whether or not the goods, items or products to be delivered are in the covered auto.

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at www.libertymutualgroup.com/toolkit.

For all claims inquiries please call us at 1(844)325-2467 .

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

IMPORTANT NOTICE TO POLICYHOLDERS**REVISIONS TO THE TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US PROVISION**

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. This Notice contains a brief summary of a coverage change being made to your policy.

This Notice does not form a part of your policy nor is any coverage provided by this Notice. It should not be construed as replacing any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL**.

This Notice provides information concerning the following forms and endorsements which apply to your renewal policy being issued by us. The forms and endorsements may reduce or broaden coverage.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

CLARIFICATION OF COVERAGE**Washington Changes Endorsement - AC 01 15 08 17**

We have updated the **Transfer Of Rights Of Recovery Against Others To Us** condition found in **E.2.b.** to more closely follow the language found in Washington Administrative Code 284-30-393.

LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)

(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
● ask about, buy insurance or file a claim	● your insurance agent or broker
● pay your policy	● your employer, association or business (if you are insured through them)

● visit our websites, call us, or visit our office	● our affiliates or other insurance companies about your transactions with them
	● consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	● other public directories and sources
	● third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, expert loss adjustors and claim handlers
	● other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

Business Purpose	Data Categories
Market, sell and provide insurance. This includes for example: <ul style="list-style-type: none"> ● calculating your premium; ● determining your eligibility for a quote; ● confirming your identity and service your policy; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
Manage your claim. This includes, for example: <ul style="list-style-type: none"> ● managing your claim, if any; ● conducting claims investigations; ● conducting medical examinations; ● conducting inspections, appraisals; ● providing roadside assistance; ● providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information

	<ul style="list-style-type: none"> ● Risk data ● Claims data
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> ● creating, maintaining, customizing and securing accounts; ● supporting day-to-day business and insurance related functions; ● doing internal research for technology development; ● marketing and creating products and services; ● conducting audits related to a current contact with a consumer and other transactions; ● as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> ● detecting security issues; ● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; ● managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs ● help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; ● supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> ● controls and access rights management; ● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of ● Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; ● exercising and defending our legal rights and positions; ● to meet Liberty contract obligations; ● to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; ● as otherwise permitted by law 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data

<p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> ● improve your customer experience, our products and service; ● to provide, support, personalize and develop our website, products and services; ● create and offer new products and services; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
<p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> ● conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
<p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> ● answer questions and provide notifications; ● provide customer and technical support; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitral bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers
 Protected Classification Characteristics;
 Internet or other similar network activity;
 Inferences drawn from other personal information;
 Professional, employment, and education information;

Personal Data;
 Commercial Information;
 Claims Data;
 Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling: 800-344-0197

Online: libertymutualgroup.com/privacy-policy/data-request

Mail:
Attn: Privacy Office
Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197

Email: privacy@libertymutual.com

Postal Address:
Attn: Privacy Office
Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured & Mailing Address

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

Agent Mailing Address & Phone No.

(253) 272-1151
HENTSCHELL & ASSOCIATES INC
1436 S UNION AVE
TACOMA, WA 98405-1925

Named Insured Is: LIMITED LIABILITY COMPANY

Named Insured Business Is: BUSINESS CONSULTANT

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART

CHARGES

Business Auto	\$281.00
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Total Charges for all of the above coverage parts: \$281.00
Coverage for Terrorism resulting from Nuclear, Biological or Chemical Acts is Excluded

Note: This is not a bill

IMPORTANT MESSAGES

Issue Date 11/17/20

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
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Common Policy Declarations

Named Insured

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

Agent

(253) 272-1151
HENTSCHELL & ASSOCIATES INC
1436 S UNION AVE
TACOMA, WA 98405-1925

POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) Applicable
AC 00 31 01 14	Changes In Your Policy	WA
AC 01 15 08 17	Washington Changes	WA
AC 84 59 06 14	State Application Of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism	WA
CA 00 01 03 06	Business Auto Coverage Form	WA
CA 23 45 11 16	Public or Livery Passenger Conveyance and On - Demand Delivery Services Exclusion	WA
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	WA
CA 23 87 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	WA

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

David Long
President

To report a claim, call your Agent or 1-844-325-2467
DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

Agent

(253) 272-1151
HENTSCHELL & ASSOCIATES INC
1436 S UNION AVE
TACOMA, WA 98405-1925

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) Applicable
CA 23 89 01 06	Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	WA
CA 23 93 01 06	Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	WA
IL 01 23 11 13	Washington Changes - Defense Costs	WA
IL 01 46 08 10	Washington Common Policy Conditions	WA
IL 01 98 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	WA

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
at Insured Mailing Location

**Business Automobile
Policy Declarations**

ITEM ONE:

Named Insured

ADEKOYA BUSINESS CONSULTING LLC.

Agent

(253) 272-1151

HENTSCHELL & ASSOCIATES INC



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ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

*See Business Auto Coverage Form CA 00 01 for Covered Auto Symbol Descriptions

COVERAGES	LIMIT	PREMIUM
Liability Insurance	\$1,000,000 each accident Covered Auto Symbol(s) 08, 09*	\$281.00

Total Provisional Charges: **\$281.00**

Note: This is not a bill

ITEM FOUR: HIRED AUTO COVERAGE

	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire
Liability	If Any	1.888

Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

To report a claim, call your Agent or 1-844-325-2467

DS 70 43 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

**Business Automobile
Policy Declarations**

Policy Number:
BAS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
at Insured Mailing Location

Named Insured

ADEKOYA BUSINESS CONSULTING LLC.

Agent

(253) 272-1151

HENTSCHELL & ASSOCIATES INC

ITEM FIVE: NON-OWNERSHIP LIABILITY COVERAGE

<u>Named Insured's Business</u>	<u>Rating Basis</u>	<u>Number</u>	<u>Premium</u>
Other than Garage Service Operations and Other Than Social Service Agencies	Number of Employees	1	\$197.00

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN YOUR POLICY

This endorsement applies to:

CA 00 01 12 93 - Business Auto Coverage Form
CA 00 01 07 97 - Business Auto Coverage Form
CA 00 01 10 01 - Business Auto Coverage Form
CA 00 01 03 06 - Business Auto Coverage Form
CA 00 05 12 93 - Garage Coverage Form
CA 00 05 07 97 - Garage Coverage Form
CA 00 05 10 01 - Garage Coverage Form
CA 00 05 03 06 - Garage Coverage Form
CA 00 12 12 93 - Truckers Coverage Form
CA 00 12 07 97 - Truckers Coverage Form
CA 00 12 10 01 - Truckers Coverage Form
CA 00 12 03 06 - Truckers Coverage Form
CA 00 20 12 93 - Motor Carrier Coverage Form
CA 00 20 07 97 - Motor Carrier Coverage Form
CA 00 20 10 01 - Motor Carrier Coverage Form
CA 00 20 03 06 - Motor Carrier Coverage Form

This endorsement modifies the endorsements attached to the above coverage forms.

1. Any reference to Covered Autos Liability Coverage is changed to Liability Coverage.
2. Any reference in Physical Damage Coverage to "loss" to any one covered "auto" is changed to "loss" in any one "accident."
3. Any reference to Auto Dealers Coverage Form is changed to Garage Coverage Form.
4. Any reference to Motor Carriers Coverage Form also applies to Truckers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The **Employee Indemnification And Employer's Liability Exclusion** applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the **Employee Indemnification And Employer's Liability Exclusion** is replaced with the following:

This insurance does not apply to "bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing duties related to the conduct of the "insured's" business; or
- b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract". A domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

B. Changes In Physical Damage Coverage

1. The lead-in to Paragraph **B.1.** is replaced by the following:

We will not pay for "loss" caused directly or indirectly by any of the following:

2. The **Limit of Insurance** Provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:

- a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
- b. The amount which the resale value of the "auto" is increased from the repair or replacement.

3. The following is added to Paragraph **C. Limit Of Insurance:**

We will not pay for a loss which is paid under Underinsured Motorists Coverage.

C. Changes In Garagekeepers Coverage

If Garagekeepers Coverage in the Garage Coverage Form is selected or if the Garagekeepers Coverage endorsement or the Garagekeepers Coverage - Customers' Sound Receiving Equipment endorsement is attached, then Exclusion 3. is replaced by the following:

We will not pay for "loss" arising directly or indirectly out of the following:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

Neither we nor you shall be held to have waived any rights by any act relating to appraisal.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us for that payment. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
- b. We will include your deductible, if any, in our subrogation demands. Any recoveries will be allocated first to you for any deductible(s) incurred in the loss, less applicable comparable fault. Deductions for expenses will not be made from the deductible recovery unless an outside attorney is retained to collect the recovery. The deduction will then be made only as a pro rata share of the allocated loss adjustment expense.

3. The following is added to the **Legal Action Against Us** Condition:

If this action is brought pursuant to Sec. 3 of RCW 48.30 then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**State Application Of Terrorism Exclusion Endorsements Involving
Nuclear, Biological Or Chemical Terrorism**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

If part of your policy, the below described Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Endorsements shall apply as follows:

Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism - CA 23 85 01 06

This endorsement applies in all states except Alaska, Connecticut, Florida, Georgia, Hawaii, Kansas, Kentucky, Massachusetts, New Jersey, New York, Oklahoma, Oregon, Virginia and Washington.

Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits - CA 23 87 01 06

This endorsement applies only in Connecticut, Hawaii, Kansas, Kentucky, Massachusetts, New Jersey, Oklahoma and Oregon.

Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits - CA 23 89 01 06

This endorsement applies only in Alaska.

Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism - CA 23 93 01 06

This endorsement applies only in the state of Washington.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own.) This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

Symbol	Description Of Covered Auto Designation Symbols
9 Only	Non-Owned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19 Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol **7** is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;

- d. "Loss"; or
- e. Destruction

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments.

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out of State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.



Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage.** From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes of Loss Coverage.** Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage.** Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard.

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

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- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means;

1. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

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

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment."

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

An "insured contract" does not include that part of any contract or agreement:

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- 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
- 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged."Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance and On-demand Delivery Services

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:
 - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.

- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On- demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
 - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
 - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On- demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is

not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

F. Additional Definitions

As used in this endorsement:

1. "Delivery network platform" means an online- enabled application or digital network, used to connect customers:
 - a. With drivers; or
 - b. With local vendors using drivers;
 for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online- enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

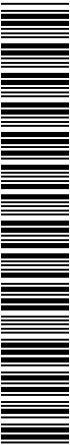
EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

- C.** In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM ABOVE MINIMUM STATUTORY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or



- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

However, with respect to Liability and Personal Injury Protection Coverage, if applicable, this Exclusion applies only to the extent that the limit of such coverage exceeds the state compulsory or financial responsibility law minimum limits for each coverage.

With respect to Uninsured and/or Underinsured Motorists Coverage, if applicable, this Exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and/or Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Liability Coverage.

- C. In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM ABOVE MINIMUM STATUTORY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism".

But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

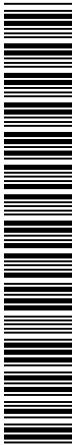
1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

However, with respect to Liability Coverage, this Exclusion applies only to the extent that the limit of such coverage exceeds the state compulsory or financial responsibility law minimum limits.

With respect to Uninsured and Underinsured Motorists Coverage, this Exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Liability Coverage.

C. In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

C. In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART - LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART - MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

- A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
 - 1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
 - 2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
 - 3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
 - 4. Section **A.** Coverage under the Legal Liability Coverage Form; and

- 5. Coverage **C** - Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:
 - a. Written notice by mail, fax or e-mail;
 - b. Surrender of the policy or binder; or
 - c. Verbal notice.
 Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:
 - a. The date on which notice is received or the policy or binder is surrendered; or
 - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason;
 except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:
 - a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
 - b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
 - c. Because of its physical condition, the structure is in danger of collapse;
 - d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
 - e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
 - f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
 - g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
- c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
- d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.

5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.

6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:

- a. For Division Two - Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
- b. If:
 - (1) You are an individual;
 - (2) A covered auto you own is of the "private passenger type";
 - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
 - (4) The first Named Insured cancels; the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspection And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
 - a. Expiration of the policy; or
 - b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
 - b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
 - c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.
2. If:
 - a. You are an individual;
 - b. A covered auto you own is of the "private passenger type"; and
 - c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.:**

- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.



Policyholder Information

Named Insured & Mailing Address

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

Agent Mailing Address & Phone No.

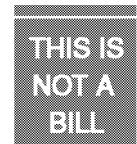
(253) 272-1151
HENTSCHELL & ASSOCIATES INC
1436 S UNION AVE
TACOMA, WA 98405-1925



Your
Commercial
Documents

Dear Policyholder:

We know you work hard to build your business. We work together with your agent, **HENTSCHELL & ASSOCIATES INC (253) 272-1151** to help protect the things you care about. Thank you for selecting us.



Enclosed are your insurance documents consisting of:

- General Liability

To find your specific coverages, limits of liability, and premium, please refer to your Declarations page(s).

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (253) 272-1151



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (253) 272-1151
- In case of a claim, call your Agent or 1-844-325-2467

You Need To Know

- CONTINUED ON NEXT PAGE

To report a claim, call your Agent or 1-844-325-2467

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You Need To Know - continued

- **NOTICE(S) TO POLICYHOLDER(S)**

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
NP 72 42 02 20	Terrorism Insurance Premium Disclosure And Opportunity To Reject
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 89 69 11 10	Important Policyholder Information Concerning Billing Practices
NP 96 00 10 14	General Liability Access Or Disclosure Of Confidential Or Personal Information Exclusions Advisory Notice To Policyholders
SNI04 01 01 20	Liberty Mutual Group California Privacy Notice

- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at www.libertymutualgroup.com/toolkit.

For all claims inquiries please call us at 1(844)325-2467 .

11/18/20

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

BLS (22) 56 06 93 78
From 01/09/2021 To 01/09/2022

(253) 272-1151
HENTSCHELL & ASSOCIATES INC

1436 S UNION AVE
TACOMA, WA 98405-1925

TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT: Please ensure any rejection is received within thirty (30) days of the effective date of your policy.

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured

Policy Number

ADEKOYA BUSINESS CONSULTING LLC.

BLS (22) 56 06 93 78

Policy Effective/Expiration Date

From 01/09/2021 To 01/09/2022

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

Note: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

GENERAL LIABILITY ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSIONS

ADVISORY NOTICE TO POLICYHOLDERS

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. Your renewal policy contains an exclusion regarding access or disclosure of personal information. There is more than one version of the exclusion and each is described below. Please note that not all of the forms or changes noted may apply to your specific policy. Any of the forms described in this notice may have comparable state specific forms in lieu of the forms mentioned below. In those situations, the title of the state forms on your policy will generally be very similar to one or more titles mentioned in this notice.

The changes described below would also apply to those state specific forms, unless noted otherwise. In addition, this notice does not reference every change made to the endorsements or coverage forms, only material (or significant) changes.

Please read your policy and review your declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail. Should you have questions after reviewing the changes outlined below, please contact your broker or agent. Thank you for your business.

With respect to bodily injury and property damage arising out of access or disclosure of confidential or personal information, these changes are a reinforcement of coverage intent. Damages related to data breaches, and certain data-related liability, are not intended to be covered by various liability coverage parts. These types of damages may be more appropriately covered under certain coverage endorsements providing data compromise, attack and extortion and network security liability.

CG 21 06 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage A - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage B - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 21 07 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - Limited Bodily Injury Exception Not Included (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage A - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage. However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

- Under Coverage **B** - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 21 08 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information (Coverage B Only) (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 04 37 05 14 - Electronic Data Liability (For Use With The Commercial General Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy:

- Under Coverage **A** - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage **B** - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 33 53 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception (For Use With The Owners And Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

CG 33 59 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - Limited Bodily Injury Exception Not Included (For Use With The Owners And Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

CG 33 63 05 14 - Exclusion - Access, Disclosure Or Unauthorized Use Of Electronic Data (For Use With The Electronic Data Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, to the extent that damages arising out of theft or unauthorized viewing, copying, use, corruption, manipulation or deletion, of electronic data by any Named Insured, past or present employee, temporary worker or volunteer worker of the Named Insured may extend beyond loss of electronic data arising out of such theft or the other listed items, this revision may be considered a reduction in coverage.

LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)

(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
● ask about, buy insurance or file a claim	● your insurance agent or broker
● pay your policy	● your employer, association or business (if you are insured through them)

● visit our websites, call us, or visit our office	● our affiliates or other insurance companies about your transactions with them
	● consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	● other public directories and sources
	● third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, expert loss adjustors and claim handlers
	● other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

Business Purpose	Data Categories
Market, sell and provide insurance. This includes for example: <ul style="list-style-type: none"> ● calculating your premium; ● determining your eligibility for a quote; ● confirming your identity and service your policy; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
Manage your claim. This includes, for example: <ul style="list-style-type: none"> ● managing your claim, if any; ● conducting claims investigations; ● conducting medical examinations; ● conducting inspections, appraisals; ● providing roadside assistance; ● providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information

	<ul style="list-style-type: none"> ● Risk data ● Claims data
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> ● creating, maintaining, customizing and securing accounts; ● supporting day-to-day business and insurance related functions; ● doing internal research for technology development; ● marketing and creating products and services; ● conducting audits related to a current contact with a consumer and other transactions; ● as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> ● detecting security issues; ● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; ● managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs ● help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; ● supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> ● controls and access rights management; ● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of ● Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; ● exercising and defending our legal rights and positions; ● to meet Liberty contract obligations; ● to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; ● as otherwise permitted by law 	<ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data



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Improve Your Customer Experience and Our Products. This includes for example: <ul style="list-style-type: none">● improve your customer experience, our products and service;● to provide, support, personalize and develop our website, products and services;● create and offer new products and services;	<ul style="list-style-type: none">● Identifiers● Personal Information● Commercial Information● Internet or other similar network activity● Professional or employment related information● Inferences drawn from other personal information● Risk data● Claims data
Analytics to identify, understand and manage our risks and products. This includes for example: <ul style="list-style-type: none">● conducting analytics to better identify, understand and manage risk and our products;	<ul style="list-style-type: none">● Identifiers● Personal Information● Protected Classification Characteristics● Commercial Information● Internet or other similar network activity● Professional or employment related information● Inferences drawn from other personal information● Risk data● Claims data
Customer service and technical support. This includes for example: <ul style="list-style-type: none">● answer questions and provide notifications;● provide customer and technical support;	<ul style="list-style-type: none">● Identifiers● Personal Information● Commercial Information● Internet or other similar network activity● Professional or employment related information● Inferences drawn from other personal information● Risk data● Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitral bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers
Protected Classification Characteristics;
Internet or other similar network activity;
Inferences drawn from other personal information;
Professional, employment, and education information;

Personal Data;
Commercial Information;
Claims Data;
Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling: 800-344-0197

Online: libertymutualgroup.com/privacy-policy/data-request

Mail:
Attn: Privacy Office
Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197

Email: privacy@libertymutual.com

Postal Address:
Attn: Privacy Office
Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured & Mailing Address

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

Agent Mailing Address & Phone No.

(253) 272-1151
HENTSCHELL & ASSOCIATES INC
1436 S UNION AVE
TACOMA, WA 98405-1925

Named Insured Is: LIMITED LIABILITY COMPANY

Named Insured Business Is: BUSINESS CONSULTANT

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART

CHARGES

Commercial General Liability	\$449.00
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*Total Charges for all of the above coverage parts: \$449.00
Certified Acts of Terrorism Coverage: \$3.00 (Included)*

Note: This is not a bill

IMPORTANT MESSAGES

- This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.

Issue Date 11/18/20

Authorized Representative

To report a claim, call your Agent or 1-800-366-6446

DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

Agent

(253) 272-1151
HENTSCHELL & ASSOCIATES INC
1436 S UNION AVE
TACOMA, WA 98405-1925

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 81 05 08	Washington Changes
CG 01 97 12 07	Washington Changes - Employment-Related Practices Exclusion
CG 04 42 11 03	Stop Gap - Employers Liability Coverage Endorsement - Washington
CG 04 50 05 08	Washington Changes - Who Is An Insured
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 26 77 12 04	Washington - Fungi or Bacteria Exclusion
CG 32 21 01 15	Washington Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 85 15 09 03	Exclusion - Professional Services

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

David Long
President

To report a claim, call your Agent or 1-844-325-2467
DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured

ADEKOYA BUSINESS CONSULTING LLC.
801 2nd Ave Ste 800
Seattle, WA 98104

Agent

(253) 272-1151
HENTSCHELL & ASSOCIATES INC
1436 S UNION AVE
TACOMA, WA 98405-1925

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER

TITLE

CG 85 84 04 13	Additional Insured - Designated Owners, Lessees or Contractors - Completed Operations
CG 88 10 04 13	Commercial General Liability Extension
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 89 27 10 09	Washington Exclusion - Asbestos
CG 91 98 06 15	Disclosure and Notice Concerning Fully Earned and Minimum Premium Endorsements
IL 01 23 11 13	Washington Changes - Defense Costs
IL 01 46 08 10	Washington Common Policy Conditions
IL 01 98 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022

12:01 am Standard Time
at Insured Mailing Location

Commercial General Liability
Declarations
Basis: Occurrence

Named Insured

ADEKOYA BUSINESS CONSULTING LLC.

Agent

(253) 272-1151
HENTSCHELL & ASSOCIATES INC



SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	446.00
	Certified Acts of Terrorism Coverage	3.00

Total Advance Charges: **\$449.00**

Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467

DS 70 22 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022
12:01 am Standard Time
at Insured Mailing Location

Commercial General Liability Declarations Schedule

Named Insured

Agent

ADEKOYA BUSINESS CONSULTING LLC.

(253) 272-1151

HENTSCHELL & ASSOCIATES INC

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0001 801 2nd Ave Ste 800, Seattle, WA 98104-1573

Insured: ADEKOYA BUSINESS CONSULTING LLC.

CLASSIFICATION - 41677

Consultants - NOC

Products-Completed Operations Are Subject To The General
Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Members of LLC or LLP Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations Minimum Premium Adjustment	17,800 Dollars Of Payroll		1.604	\$29.00 \$127.00
<i>Total:</i>				<i>Included</i>

CLASSIFICATION - 41677

Consultants - NOC

Products-Completed Operations Are Subject To The General
Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any		1.604	
<i>Total:</i>				

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION	PREMIUM

To report a claim, call your Agent or 1-844-325-2467

DS 70 23 10 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (22) 56 06 93 78

Policy Period:
From 01/09/2021 To 01/09/2022

12:01 am Standard Time
at Insured Mailing Location

Commercial General Liability Declarations Schedule

Named Insured

Agent

ADEKOYA BUSINESS CONSULTING LLC.

(253) 272-1151

HENTSCHELL & ASSOCIATES INC



SUMMARY OF OTHER COVERAGE - continued

COVERAGE DESCRIPTION	PREMIUM
CG8870 - Construction Project(s) - General Aggregate Limit (Per Project)	\$132.00
CLASSIFICATION - 92400	PREMIUM BASED ON -
Stop Gap - Employers Liability	
CG0442 - Stop Gap Employers' Liability - WA Minimum Premium Adjustment	.174 \$.00 \$78.00
CG85840413	Additional Insured - Designated Owners, Lessees or Contractors - Completed Operations
<hr/>	
Commercial General Liability Schedule Total	\$446.00

To report a claim, call your Agent or 1-844-325-2467

DS 70 23 10 16

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of

the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III - Limits Of Insurance**.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III - Limits Of Insurance**; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
- 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 liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach Of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality Or Performance Of Goods - Failure To Conform To Statements**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description Of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletics contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 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.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. 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 \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co- "employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;

- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part 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 purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- False arrest, detention or imprisonment;
- Malicious prosecution;
- The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- Oral or written publication, in any manner, of material that violates a person's right of privacy;
- The use of another's advertising idea in your "advertisement"; or
- Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - When all of the work called for in your contract has been completed.
 - When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- Does not include "bodily injury" or "property damage" arising out of:
 - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and

- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **e.** of Coverage **A** - Bodily Injury And Property Damage Liability (Section **I** - Coverages) applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion **e.** is replaced with the following:

This insurance does not apply to:

1. "Bodily injury" to an "employee" of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or
2. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

B. Paragraphs **2.a.(1)(a), (b) and (c)** of Section **II** - Who Is An Insured apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph **2.(a)** of **Section II - Who Is An Insured** and Paragraph **2.a.(1)** of **Section II** is replaced with the following:

2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or
 - (c) Arising out of his or her providing or failing to provide professional health care services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES - EMPLOYMENT- RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., **Exclusions of Coverage A - Bodily Injury And Property Damage Liability (Section I Coverages):**

This insurance does not apply to:

"Bodily injury" to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **a.**, **b.** and **c.** above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs **a.**, **b.** or **c.** above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **1.a.** and **2.** of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

B. The following exclusion is added to Paragraph 2., **Exclusions of Coverage B Personal Injury And Advertising Injury Liability (Section I - Coverages):**

This insurance does not apply to:

"Personal and advertising injury" to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **a.**, **b.** and **c.** above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs **a.**, **b.** or **c.** above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **1.a.** and **2.** of this exclusion do not apply if such "personal and advertising injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**STOP GAP - EMPLOYERS LIABILITY COVERAGE
ENDORSEMENT - WASHINGTON**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance

Bodily Injury By Accident	\$ 1000000	Each Accident
Bodily Injury By Disease	\$ 1000000	Aggregate Limit
Bodily Injury By Disease	\$ 1000000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to **Section I - Coverages:**

COVERAGE - STOP GAP - EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

- (1) The:
 - (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
 - (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
 - (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and
- (2) The:
 - (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Supplementary Payments provisions apply to Coverage - Stop Gap Employers Liability as well as to Coverages **A** and **B**.

C. For the purposes of this endorsement, Section II - Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Section III - Limits Of Insurance, is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the 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 purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition **2. - Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section **IV** is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

F. For the purposes of this endorsement, Paragraph **4.** of the **Definitions** Section is replaced by the following:

- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES - WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II - Who Is An Insured** apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph **2.(a)** of **Section II - Who Is An Insured** and Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or
- (c) Arising out of his or her providing or failing to provide professional health care services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY - WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON - FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
 2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIABILITY LIMITS (SAME OCCURRENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 5. under **Section III - Limits Of Insurance:**

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior, or future, general liability policies issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policies because of such "occurrence."

For purposes of this endorsement, the term "us" also includes all policies issued by any company within the Liberty Mutual Agency Markets division of Liberty Mutual Group.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" resulting from the rendering of or the failure to render any professional services by any insured to others. For the purpose of this exclusion, professional services include but are not limited to:

1. Providing expert advice, analysis or planning regarding financial matters including:
 - a. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
 - b. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
 - c. Repossessing of real or personal property from a borrower or acting as an assignee of the benefit of creditors;
- d. Checking or reporting of credit;
- e. Maintaining of financial accounts or records;
- f. Tax planning, tax advising or the preparation of tax returns; or
- g. Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.

2. Providing any medical services.
3. Providing any legal services.
4. Providing any architectural or engineering services.
5. Providing expert advice, analysis or planning to others regarding product development or design.
6. Providing expert advice, analysis or planning regarding counseling services such as:
 - a. Mental health;
 - b. Crisis prevention;
 - c. Social services;
 - d. Drug and alcohol rehabilitation; or
 - e. Similar subjects.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

King County
Procurement & Contract Services

401 5th Ave 810

SEATTLE, WA 98104-2372

Location And Description Of Completed Operations:

Lean Consulting Pool- Consulting services

1-9-2017

WA State Lean Program

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule, whom you have agreed to add as an additional in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement and at the location designated in and described in the Schedule of this endorsement; and
2. Included in the "products-completed operations hazard".

However:

- a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

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We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

The insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section II - Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit:**

An additional insured under this endorsement will as soon as practicable:
 - a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph **4.** of **Section IV - Commercial General Liability Conditions** is amended as follows:

- a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a)** Less than 52 feet long; and
- (b)** Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, Subparagraphs **(3), (4) and (6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:

a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3) and (4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3) and (4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** 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.

2. Paragraph **1.d.** is replaced by the following:

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.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) 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 a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2.
Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) 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 a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE

WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph **2.a.(1) of Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", "offense", "claim" or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", "offenses", "claims" or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"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.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL EXPENSE AT YOUR REQUEST ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **Section I - Coverage C - Medical Payments:**

If **Medical Payments** or **Medical Expenses** are not otherwise excluded from the policy, medical expenses will be paid only if an insured has requested that we pay such expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of alleged or actual ingestion or inhalation of asbestos or asbestos - containing materials.

We shall not have the duty to defend any such claim or "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE AND NOTICE CONCERNING FULLY EARNED AND MINIMUM PREMIUM ENDORSEMENTS

THIS POLICY CONTAINS FULLY EARNED AND MINIMUM PREMIUM ENDORSEMENTS. PLEASE READ THIS DISCLOSURE AND NOTICE AND THE POLICY CAREFULLY.

The endorsements below may be attached to your policy. With the attachment of these endorsements a premium charge has been made along with a fully earned or minimum premium amount which will be retained if the policy is cancelled or issued for less than a one year period.

Fully Earned and Minimum Premium Endorsements

CG 04 37 - Electronic Data Liability

CG 20 03 - Additional Insured - Concessionaires Trading Under Your Name

CG 20 10 - Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

CG 89 79 - Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Scheduled Person Or Organization - Arising Out Of Your Ongoing Operations

CG 90 47 - Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization - Caused In Whole Or In Part

CG 90 43 - Additional Insured - Owners, Lessees Or Organizations - Scheduled Person Or Organization - Including Primary/Non-Contributory And Waiver Of Subrogation

CG 90 44 - Additional Insured - Owners, Lessees Or Contractors - Completed - Operations - Including Primary And Non Contributory And Waiver Of Subrogation

CG 20 11 - Additional Insured - Managers Or Lessors Of Premises

CG 20 15 - Additional Insured - Vendors

CG 20 26 - Additional Insured - Designated Person Or Organization

CG 20 28 - Additional Insured - Lessor Of Leased Equipment

CG 20 29 - Additional Insured - Grantor Of Franchise

CG 20 32 - Additional Insured - Engineers, Architects Or Surveyors Not Engaged By The Named Insured

CG 20 34 - Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You

CG 20 37 - Additional Insured - Owners, Lessees Or Contractors - Completed Operations

CG 89 80 - Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Arising Out Of Your Work

CG 84 56 - Additional Insured - Boat Shows

CG 85 83 - Blanket Additional Insured Contractors - Products - Completed Operations

CG 85 84 - Additional Insured Contractors Products - Completed Operations

CG 86 11 - Additional Insured Automatic Status When Required In Construction Agreement With You - Contractors Completed Operations

CG 89 95 - Additional Insured - Automatic Status When Required In Construction Agreement With You - Products/Completed Operations

CG 88 83 - Amendment of Other Insurance Condition - Designated Persons or Organizations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART - LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART - MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. Coverage **C** - Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:
 - a. Written notice by mail, fax or e-mail;
 - b. Surrender of the policy or binder; or
 - c. Verbal notice.
 Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:
 - a. The date on which notice is received or the policy or binder is surrendered; or
 - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason;
 except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:
 - a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
 - b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
 - c. Because of its physical condition, the structure is in danger of collapse;
 - d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
 - e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
 - f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
 - g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

- You are an individual;
- A covered auto you own is of the "private passenger type"; and
- The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
- At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
- At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.

5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.

6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:

- For Division Two - Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
- If:
 - You are an individual;
 - A covered auto you own is of the "private passenger type";
 - The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
 - The first Named Insured cancels; the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspection And Surveys

- We have the right to:
 - Make inspections and surveys at any time;
 - Give you reports on the conditions we find; and
 - Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
 - a. Expiration of the policy; or
 - b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
 - b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
 - c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.
2. If:
 - a. You are an individual;
 - b. A covered auto you own is of the "private passenger type"; and
 - c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.:**

a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.