



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2021

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

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

PRODUCER USI Insurance Services, LLC 2375 E.Camelback Rd. Suite 250 Phoenix, AZ 85016	CONTACT NAME: Kim Russell
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INSURED AB Staffing Solutions, LLC 3451 South Mercy Road Ste 102 Gilbert, AZ 85297	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Markel Insurance Company 38970
	INSURER B : QBE Insurance Corporation 39217
	INSURER C : Praetorian Insurance Company 37257
	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 NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PAKP000510	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PAKA000510	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PAKU000510	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below		X	WHC0300150 (AOS)	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
C			N/A	WHC0200141 (CA, CT, ID, MA)	12/01/2020	12/01/2021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O			PAKP000510	10/01/2020	10/01/2021	*See Desc of Ops
A	Crime			PAKP000510	10/01/2020	10/01/2021	**See Desc of Ops
A	EPL			PAKP000510	10/01/2020	10/01/2021	***See Desc of Ops

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

*Staffing Errors & Omissions (Medical Malpractice Excluded)- \$1,000,000 Each Claim/\$3,000,000

Aggregate/\$5,000 Deductible

** Crime/Employee Dishonesty - \$500,000 Limit/\$2,500 Deductible; Client Property - \$500,000 Limit/\$2,500 Deductible

*** Employment Practices Liability - \$1,000,000 Limit/\$5,000 Deductible (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Snohomish County Sheriff's Office Chief Norm Link 3000 Rockefeller Avenue M/S 509 Everett, WA 98201	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
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DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, and any others listed below, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, and Workers Compensation policies provide a Waiver of Subrogation when required by written contract. Per Project Aggregate applies to the General Liability Policy



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STAFFING AGENCY COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Extended Property Damage – Expected Or Intended Injury	Included
Non-Owned Watercraft	Increased To 51 Feet Long
Loading Or Unloading Auto	Included
Damage To Premises Rented To You	Equal To The General Liability Each Occurrence Limit
Property Damage To Property	Included
Property Damage From Elevator Use	Included
Personal And Advertising Injury – Innocent Insured	Included
Personal And Advertising Injury From Televised Or Videotaped Material	Included
Electronic Chatrooms Or Bulletin Boards	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Who Is An Insured	Broadened
Automatic Additional Insureds	
When Required By Written Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Medical Payments	\$10,000 Any One Person (Unless Excluded)
Designated Location Or Project	
Each Designated Location Or Project Aggregate	Equal To The General Aggregate Limit
All Locations Or Projects Aggregate	\$6,000,000
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Broadened
Unintentional Failure To Disclose All Hazards	Broadened
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Definition Of Mobile Equipment	Broadened
Definitions Of Employee And Temporary Worker	Amended

A. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

Exclusion **2.a.** Expected Or Intended Injury under Section **I** – Coverages, 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.

B. NON-OWNED WATERCRAFT

1. Paragraph **(2)** of Exclusion **2.g.** Aircraft, Auto Or Watercraft under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge;

2. If other insurance applies to a loss because of "property damage" to non-owned watercraft as described in Paragraph **1.** above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

C. LOADING OR UNLOADING AUTO

The following is added to Exclusion **2.g.** Aircraft, Auto Or Watercraft under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

This exclusion also does not apply to liability assumed under any "insured contract" for the maintenance or "loading or unloading" of an "auto".

D. DAMAGE TO PREMISES RENTED TO YOU

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

1. The first paragraph following Paragraph **(6)** of Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is replaced by the following:

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. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

2. The final paragraph of Paragraph **2.** Exclusions under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage 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.

3. Paragraph **6.** under Section **III** – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, 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, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.

4. Paragraph **4.b.(1)(a)(ii)** under Section **IV** – Commercial General Liability Conditions is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Paragraph **a.** of Definition **9.** "insured contract" is replaced by the following:

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 sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

E. PROPERTY DAMAGE TO PROPERTY

The following are added to Exclusion **2.j.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)**, **(4)** **(5)** and **(6)** of this exclusion do not apply to:

- (a)** "Property damage" to property rented to, in the care, custody or control of, or over which control is being exercised for any purpose by your "employee" or "volunteer worker" while that person is performing "staffing services" for your clients; or
- (b)** Liability arising out of services performed by any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

Paragraphs **(4)**, **(5)** and **(6)** do not apply to "property damage" arising out of "staffing services".

F. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

G. PERSONAL AND ADVERTISING INJURY – INNOCENT INSURED

The following exclusions in Paragraph **2.** Exclusions under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** do not apply to any insured who did not participate in, ratify, direct or ignore the actions or conduct once made aware of the actions or conduct described in those exclusions.

- a.** Knowing Violation Of Rights Of Another;
- b.** Material Published With Knowledge Of Falsity;
- e.** Contractual Liability;
- f.** Breach Of Contract;
- g.** Quality Or Performance Of Goods – Failure To Conform To Statements;
- h.** Wrong Description Of Prices;
- i.** Infringement Of Copyright, Patent, Trademark Or Trade Secret;
- l.** Unauthorized Use Of Another's Name Or Product; and
- p.** Recording And Distribution Of Material Or Information In Violation Of Law.

However, we will not pay on behalf of any insured until any other insurance available to the insured who engaged in such actions or conduct is exhausted, including any deductible or self-insured amount for which such insured is responsible.

H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

1. Exclusions **2.b.** and **2.c.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped 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, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

2. Paragraphs **d.** and **e.** of Definition **14.** "personal and advertising injury" are replaced by the following:
- d.** Oral, written or professionally produced televised or videotaped 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;
 - e.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

I. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

Exclusion **2.k.** Electronic Chatrooms Or Bulletin Boards under Section **I** – Coverages, Coverage **B** – Personal And Advertising Injury Liability is deleted in its entirety.

J. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **1.b.** and **1.d.** under Section **I** – Coverages, Supplementary Payments – Coverages **A** And **B** are replaced by the following:

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

K. BROADENED WHO IS AN INSURED

Section **II** – Who Is An Insured is amended as follows:

1. The following is added to Paragraph **2.a.(2)**:

However, your "employees" and "volunteer workers" are insureds for "property damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by, your "employees" or "volunteer workers" while such person is performing "staffing services" for your clients.

2. The following is added:

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, each of the following is also an insured:

- a.** Any person while driving such "mobile equipment" along a public highway with your permission; and
- b.** Any other person or organization responsible for the conduct of such person described in Paragraph **a.** above, but only with respect to liability arising out of the operation of the "mobile equipment", and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- (1) "Bodily injury" to an insured if another insured is driving the "mobile equipment"; or
- (2) "Property damage" to property owned by, rented to, in the care, custody or control of, or occupied by, you or the employer of any person described in Paragraphs **a.** or **b.** above.

L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section **II** – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Written Contract Or Agreement

- (1) Any person or organization to whom you are required by written contract or agreement to provide insurance, but only for covered "bodily injury", "property damage" or "personal and advertising injury":

- (a) Arising out of your "staffing service" operations; or
- (b) In connection with your premises.

- (2) No such person or organization described in Paragraph (1) above is an insured for:

- (a) Any claim or "suit" arising out of such person's or organization's independent act or omission; or

(b) Any "occurrence" or offense committed prior to the execution of the written contract or agreement.

This Additional Insured provision does not apply to managers or lessors of premises or mortgagees, assignees or receivers.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for covered "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

- 2. The insurance provided to such automatic additional insureds described in Paragraph 1. above:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.
- 3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a written 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.

The insurance afforded to the additional insured does not increase the applicable Limits Of Insurance shown in the Declarations.
- 4. The insurance provided by Paragraph 1. above does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.

M. MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. under Section III – Limits Of Insurance is replaced by the following:

- 7. Subject to Paragraph 5. above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

N. DESIGNATED LOCATION OR PROJECT

The following is added to Section III – Limits Of Insurance:

Each Designated Location Or Project Aggregate And All Locations Or Projects Aggregate

- a. Subject to the Each Occurrence Limit Of Insurance shown in the Declarations, the Each Designated Location Or Project Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for the sum of all damages because of "bodily injury" and "property damage" not included in the "products-completed

operations hazard" that are solely attributable to ongoing operations at a single designated covered "location" or covered "project".

The Each Designated Location Or Project Aggregate Limit applies separately to each covered "location" or covered "project".

- b. The All Locations Or Projects General Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of "bodily injury" and "property damage" not included in the "products-completed operations hazard" that are solely attributable to ongoing operations at all designated covered "locations" or covered "projects". The All Locations Or Projects General Aggregate Limit is not subject to the General Aggregate Limit shown in the Declarations.
- c. For the purposes of this section of this endorsement:
 - (1) "Location" means any location where a "staffing services worker", "PEO worker" or "contract services worker" is furnished under a written services or agreement, and includes the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and
 - (2) "Project" means any project for which a "staffing services worker", "PEO worker" or "contract services worker" is furnished under a written services or agreement. If the applicable "project" has been abandoned, delayed, or abandoned and restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will be deemed to be the same "project".
- d. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of person listed in Paragraphs 1.a. through 1.d. of Section II – Who Is An Insured or your risk manager becomes aware of or should have become aware of such "occurrence", offense, claim or "suit".

P. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 6. Representations under Section IV – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

R. LIBERALIZATION

The following is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means:
 - a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
 - b. Death resulting from bodily injury, sickness or disease.

T. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph **f.(1)** of Definition **12**. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

U. AMENDED DEFINITIONS OF EMPLOYEE AND TEMPORARY WORKER

Definitions **5**. "employee" and **19**. "temporary worker" are replaced by the following:

5. "Employee" includes a:

- a. "Leased worker";
- b. "PEO worker";
- c. "Staffing services worker", but only while performing "staffing services"; and
- d. "Contract services worker", but only while performing "staffing services".

"Employee" does not include a "temporary worker".

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. "Temporary worker" does not include a "staffing services worker" or "contract services worker".

V. AMENDED DEFINITION OF INSURED CONTRACT

The following is added to Definition **9**. "insured contract":

"Insured contract" does not include that part of any contract or agreement in which liability is assumed by the insured for any injury or damage sustained by any "PEO worker" or "contract services worker".

W. ADDITIONAL DEFINITIONS

The following definitions are added to the Definitions section and apply wherever the terms are found in the policy:

"Contract services worker" means an independent contractor who is furnished by you, or on your behalf, to your client.

"PEO" means a Professional Employer Organization.

"PEO service" means services you provide to your clients by means of a written contract or agreement between you and such clients, or services you provide to "PEO workers" in connection with the employment of such workers by the clients. Services provided include:

- a. Human resource management;
- b. Employee benefits;
- c. Payroll administration; and
- d. Workers' compensation.

"PEO worker" means a person you lease to your client under a written "PEO service" agreement or contract.

"Permanent placement service" means staffing-related services provided to your clients for the recruitment, selection, recommendation and placement of a person for employment with a client.

"Staffing services" means services provided by a staffing company to its clients, including:

- a. Staffing-related administrative services provided by an Administrative Services Organization (ASO);
- b. "PEO service";
- c. "Permanent placement service";
- d. Temporary, contingent or "contract services worker" placement services;
- e. "Vendor management services";
- f. Services performed for a client company to supply that client company with a "staffing services worker";
- g. Services performed on behalf of your client by a "staffing services worker" who is not a direct hire or a permanent placement; or
- h. Services performed by a "contract services worker" on behalf of your client.

"Staffing services worker" means a person other than a "contract services worker" who is furnished by you, or on your behalf, to your client.

"Vendor management services" means the facilitation, purchase and management of "staffing services" for clients, including the placement and fulfillment of orders for "staffing services workers" or "contract services workers".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A.** Paragraph **A.1.** Who Is An Insured under Section **II** – Covered Autos Liability Coverage is amended to include as an additional "insured" anyone who is not otherwise an insured under this policy and who you are required by written contract, agreement or permit to name as an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by an "accident" resulting from your ownership, maintenance or use of a covered "auto". No such person or organization is an additional "insured" for any claim or "suit" arising out of:
1. Their independent acts or omissions; or
 2. Any "bodily injury" or "property damage" that occurred prior to the execution of the contract, agreement or permit.
- B.** Any lessor from whom you lease an "auto" who qualifies as an additional "insured" under Paragraph **A.** above will only be an additional "insured" until the earliest of the following times:
1. The expiration date of the lease; or
 2. When the lessor or its agent takes possession of such "auto".
- C.** The following is added to Paragraph **C.** Limit Of Insurance under Section **II** – Covered Autos Liability Coverage:
- With respect to coverage afforded to any person or organization who qualifies as an insured under Paragraph **A.** above, the most we will pay on behalf of such additional "insured" is the amount of insurance:
1. Required by the contract or agreement you have entered into with such additional "insured"; or
 2. 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.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:AB Staffing Solutions, LLC</p> <p>Endorsement Effective Date: 10/01/2020</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any and all named persons or organizations as required by contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

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

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

Endorsement Effective	12/01/2020	Policy No.	WHC0300150	Endorsement No.	000
Insured	AB STAFFING SOLUTIONS LLC	Premium			\$
Insurance Company	QBE INSURANCE CORPORATION	Countersigned by	_____		

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