

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2021

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 rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rig	hts to the certificate holder in lieu of such	n endorsement(s).	
PRODUCER		CONTACT Janette Smith	
Brown & Brown of Washington, Inc.		PHONE (A/C, No, Ext): (206) 956-1600 FAX (A/C, No): (206) 9	956-9600
800 5th Ave Suite 2400		E-MAIL ADDRESS: Jsmith@bbseattle.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Seattle	WA 98104	INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURED		INSURER B:	
Washington Alarm, Inc.		INSURER C:	
2030 Airport Way S		INSURER D:	
		INSURER E :	
Seattle	WA 98134	INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 21-22 WA Blkt	Master all REVISION NUMBER:	
THIS IS TO CEPTIEV THAT THE POLICIE	S OF INSURANCE LISTED BELOW HAVE BEEN	ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD	

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.

	T	ADDL			POLICY EFF	POLICY EXP	I	
INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	S
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 5,000
Α				PHPK2288725	06/15/2021	06/15/2022	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	× ANY AUTO						BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS ONLY	Y		PHPK2288725	06/15/2021	06/15/2022	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	➤ UMBRELLA LIAB ➤ OCCUR	Y					EACH OCCURRENCE	\$ 10,000,000
Α	CLAIMS-MADE			PHUB772654	06/15/2021	06/15/2022	AGGREGATE	\$ 10,000,000
	DED RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE X OTH-	Stop Gap
l _A	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		PHPK2288725	06/15/2021	06/15/2022	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below							\$ 1,000,000
1	Professsional Liability						Per Claim	1,000,000
А				PHPK2288725	06/15/2021	06/15/2022	Aggregate	1,000,000

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

Re: Snohomish County Airport

APPROVED

By Snohomish County Risk Mngt (S.Barker) at 12:43 pm, Feb 15, 2022

CERTIFICAT	E HOLDER		CANCELLATION		
	Snohomish County - Paine Field Airport Attn: 10108 32nd Ave W, Suite J	Real Estate Specialist	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	10 100 32Hd / We W, Suite 0		AUTHORIZED REPRESENTATIVE		
	Everett	WA 98204-1303	Janto Saire		

ENCV	CUSTOMER ID:	0040171



ADDITIONAL REMARKS SCHEDULE

ACORD	ADDITIONAL REMARKS SCHEDULE					
AGENCY			NAMED INSURED			
Brown & Brown of Washington, Inc.			Washington Alarm Co.			
POLICY NUMBER						
CARRIER		NAIC CODE				
			EFFECTIVE DATE:			
ADDITIONAL DEMANAGE						

POLICY NUMBER					
ARRIER				NAIC CODE	-
					EFFECTIVE DATE:
DDITIONAL REM				•	
		S FORM IS A SCI	HEDULE TO ACOR	RD FORM,	
ORM NUMBER:	25	FORM TITLE:	Certificate of Liabil	ity Insurance: N	lotes
dditional Insured	its officers of	fficials, agents and	employees		
ut only to the exten	t of the policy	y language and end	iorsements.		

GENERAL LIABILITY DELUXE ENDORSEMENT: SECURITY SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the subject matters of these extensions is provided under this policy. If such other specific coverage applies, the terms, provisions, conditions and limits of such other coverage constitute the sole and exclusive coverage applicable to such subject matter(s) under this policy, unless otherwise noted in this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Watercraft	Used in Security Services only	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	2
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employees	\$15,000	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	3
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Blanket Additional Insureds by Contract	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Liberalization	Included	6
Bodily Injury – Mental Anguish	Included	6
Assault and Battery Coverage with Extended Property Damage	Included	6
Errors and Omissions Coverage	Included	7
Incidental Medical Malpractice	Included	9

I. ADDITIONAL COVERAGES AND EXTENSIONS

A. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions:
 - b. SECTION III LIMITS OF INSURANCE, Paragraph 6.; and
 - c. **SECTION V DEFINITIONS**, Paragraph **9.a.**
- 2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance.
- **3.** The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - **a.** \$1,000,000; or
 - **b.** The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. Aircraft, Auto Or Watercraft does not apply to security services performed on or about watercraft.

C. Medical Payments – Limit Increased, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- 1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III LIMITS OF INSURANCE** to the greater of:
 - **a.** \$20,000; or
 - **b.** The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. Under SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a., Item (b) is amended to read:

provided that:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

D. Supplementary Payments

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

- 1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- 2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Employee Indemnification Defense Coverage

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$15,000 regardless of the numbers of "employees," claims or "suits" brought or personsor organizations making claims or bringing "suits."

F. Who is an Insured

SECTION II - WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period;
- **2.** Each of the following is also an insured:
 - a. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - **b.** Managers and Supervisors If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors
 - c. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

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 that person or organization.
- d. Lessors of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- **e. Grantors of Permits** Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (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;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance
- f. Blanket Additional Insureds by Contract Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "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:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - **(b)** Supervisory, inspection, architectural or engineering activities.
- (2) "Bodily injury" or "property damage" occurring after:
 - (a) 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
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

G. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability**:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

H. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABLITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

I. Duties in the Event of Occurrence, Offense, Claim or Suit

1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit.

This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification immediately.

- 2. The requirement in Condition 2.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - **a.** You, if you are an individual;
 - **b.** A partner, if you are a partnership; or
 - **c.** An "executive officer" or insurance manager, if you are a corporation.
- 3. The requirement in Condition 2.b. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - **a.** You, if you are an individual;
 - **b.** A partner, if you are a partnership; or
 - **c.** An "executive officer" or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

K. Liberalization

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

L. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is changed to read:

"Bodily injury":

- **a.** Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- **b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

M. Assault and Battery with Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and 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:

- (1) "Bodily injury" or "property damage" resulting from the use of physical force to protect persons or property; or
- (2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

N. Errors and Omissions Coverage

 SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended by adding the following:

ERRORS AND OMISSIONS

This insurance applies to "suits" seeking "damages" for "bodily injury" or "property damage" proximately caused by negligent acts, errors or omissions committed by you in the actual rendering of professional services described in the Declarations for clients, customers or patrons of the insured.

2. SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is amended by adding the following:

ERRORS AND OMISSIONS

This insurance applies to "suits" seeking "damages" arising out of offenses within the scope of "personal and advertising injury" that are proximately caused by negligent acts, errors or omissions committed by you in the actual rendering of professional services described in the Declarations for clients, customers or patrons of the insured.

3. **SECTION I – COVERAGES** is amended by adding the following:

COVERAGE D - ERRORS AND OMISSIONS LIABILITY

a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as "damages" sustained by a client, customer or patron of the insured proximately caused by negligent acts, errors or omissions committed by you in the actual rendering of professional services described in the Declarations. We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking such "damages" to which this insurance does not apply. We may, at our discretion, investigate any claim or "suit" that may result. But:
 - (a) The amount we will pay for "damages" within the scope of this coverage is limited as described in **SECTION III LIMITS OF INSURANCE**; and
 - (b) 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, B, or D, 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, B, AND D**.

(2) This insurance applies only if the negligent act, error or omission upon which the claim(s) asserted in a "suit" are based was first committed during the policy period in the coverage territory. All acts, errors and omissions that are causally or logically related shall constitute a single act, error or omission first made when the earliest act, error or omission was committed.

b. Exclusions

The following exclusions apply in addition to those in **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, even though such exclusions do not expressly reference this additional coverage.

This insurance does not apply to:

- (1) "Bodily injury", mental anguish, emotional distress or "property damage";
- (2) "Personal and advertising injury";
- (3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;
- (4) Any claim seeking relief or redress in any form other than monetary "damages";
- (5) Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;
- (6) Any claim arising from warranties or guarantees made by any insured;
- (7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for "damages":
 - (a) That the insured would have in the absence of the contract or agreement; or
 - **(b)** Assumed in a contract or agreement that is an insured contract;
- (8) Liability arising from any fraudulent, dishonest, or criminal act of any insured;
- (9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above; and
- (10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.

- (11) Liability arising directly or indirectly out of any action, error or omission that violates or is alleged to violate:
 - (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - **(b)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law:
 - (c) 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
 - (d) 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.
- (12) All exclusions and limitations on coverage that are applicable to Coverages A and/or B shall be equally applicable to Coverage D.
- c. SUPPLEMENTARY PAYMENTS COVERAGES A AND B is amended to read SUPPLEMENTARY PAYMENTS COVERAGES A, B, AND D
- d. SECTION III LIMITS OF INSURANCE is amended as follows:
 - (1) Item 2. is replaced by the following:
 - 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";
 - c. "Damages" under Coverage B; and
 - d. "Damages" under Coverage D.
 - (2) Item 5. is replaced by the following:
 - 5. Subject to 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"; and

c. "Damages" under Coverage D.

- e. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance is amended as follows:
 - (1) The first paragraph is replaced by the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A**, **B**, or **D** of this Coverage Part, our obligations are limited as follows:

(2) Paragraph b. Excess Insurance, Item (2) is replaced by the following:

When this insurance is excess, we will have no duty under Coverages A, B, or D to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "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.

O. Incidental Medical Malpractice

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an "employee" for an accident occurring during the policy period:

- 1. First aid treatment including cardiopulmonary resuscitation (CPR); and
- **2.** Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in **1.** and **2.** above.

II. DEFINITION

For the purpose of this endorsement, **SECTION V – DEFINITIONS** is amended to include the following additional definition:

- **A.** "Damages" mean a monetary:
 - 1. Judgment;
 - 2. Award; or
 - 3. Settlement,

But does not include fines, sanctions, penalties, statutory "damages", or the multiplied portion of any "damages", including any and all sums as to which the "insured" may be found liable to a governmental entity based upon alleged violations of statutes, rules, regulations or ordinances.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date 6-15-2021

Name of Person or Organization (Additional Insured):

Blanket when required by written contract

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

DESIGNATED PROJECT GENERAL AGGREGATE LIMIT ANTI-STACKING PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):
Blanket Coverage, Per request to meet contract requirements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- **A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under SECTION I COVERAGE A, and for all medical expenses caused by accidents under SECTION I COVERAGE C, which can be attributed only to ongoing operations at a single designated project shown in the Schedule above:
 - 1. A separate Designated Project General Aggregate Limit applies to each designated project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated 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 Designated Project General Aggregate Limit for that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented To You 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 Designated 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, and for all medical expenses caused by accidents under SECTION I COVERAGE C, which cannot be attributed only to ongoing operations at a single designated project shown in the Schedule above:
 - 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 Designated 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 Designated Project General Aggregate Limit.
- **D.** If the applicable designated 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 project.
- **E.** The provisions of SECTION III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
- **F.** Under no circumstances will the Designated Project General Aggregate Limit for any one project be added to and/or stacked with the Designated Project General Aggregate Limit available to another project.

All other terms, conditions, provisions, and exclusions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. GENERAL LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY

This policy is intended to include Commercial General Liability Coverage.

The Commercial General Liability insurance provided will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by this policy, or an endorsement to this policy.

To the extent that such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."

Any per location or per project aggregate limit of insurance that is extended in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance will not apply to the coverage provided by this endorsement.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- 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.** Anyone 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"; or
- **5.** A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- **B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- **C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- **D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- **E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- **F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- **G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

H. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

I. The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

- 1. Which occurs prior to the date your contract is effective with such person or organization;
- **2.** Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
- **3.** Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

POLICY NUMBER: PHPK2143825

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:

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.

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

Named Insured: Washington	Alarm Co.
Endorsement Effective Date:	06/15/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Blanket Additional Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM GARAGE 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 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 the Garage 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".