

DEPARTMENT OF

HUMAN RESOURCES

Our Mission: To create a thriving organization, providing meaningful careers in public service.

Christina Cramer
DIRECTOR

Marin County Civic Center
3501 Civic Center Drive
Suite 415
San Rafael, CA 94903
415 473 6104 T
415 473 5960 F
415 473 5780 TTY
www.hr.marincounty.gov

AGENDA DATE: December 9, 2025

TO: Marin County Board of Supervisors

FROM: Reesha Ruel, Risk Manager
Christina Cramer, Human Resources Director

SUBJECT: Approval of Contract with Carl Warren Co. for third-party administration (TPA) of self-insured liability claims and subrogation for the period of December 1, 2025 through November 30, 2026.

RECOMMENDATION: Authorize the County Executive to execute a one-year agreement for the period of December 1, 2025 through November 30, 2026, in an amount not to exceed \$150,000 with Carl Warren Co.

SUMMARY: Approve a fourth contract amendment between the County of Marin and Carl Warren Company to extend third-party liability claims administration services for one year, from December 1, 2025 through November 30, 2026, in an amount not to exceed \$150,000.

This extension ensures uninterrupted professional management of the County's self-insured liability claims while staff prepare a new Request for Proposals (RFP) to competitively select a provider before the contract period concludes. The action supports Countywide goals of fiscal responsibility, operational efficiency, and equitable public service delivery.

DISCUSSION/BACKGROUND: Since 2020, the Risk Division has contracted with Carl Warren Company for third-party administration (TPA) of liability claims. Carl Warren provides professional services such as claims resolution, reserve tracking, documentation through risk-management software, and liaison with insurance underwriters.

The County has experienced continued growth in liability claims from 33 cases in FY 2020–2021 to nearly 110 annually necessitating ongoing TPA support to manage caseloads efficiently.

Carl Warren's performance to date has met County expectations, providing timely, accurate, and transparent claims management. Extending the contract ensures administrative continuity and supports the County's risk-management objectives.

POLICY FRAMEWORK: This action aligns with the County's contracting and procurement policies requiring continuity of essential services and responsible fiscal oversight. The Board has previously approved the original agreement and two addenda; this fourth addendum constitutes a continuation of those prior Board actions.

EQUITY IMPACT SUMMARY: Administering liability claims through an experienced, independent third-party administrator ensures fair, consistent processing of claims.

PERFORMANCE MEASURE(S): Contract effectiveness will continue to be monitored through:

- Timely resolution and closure of liability claims;
- Accuracy and completeness of claim documentation;
- Responsiveness to County departments and claimants;

CONTRACT RENEWALS AND PERFORMANCE OUTCOMES: Carl Warren Company has successfully managed liability claims for the County since 2020, adapting to increased caseloads while maintaining professional standards and compliance.

CONTRACT RISKS: The contract includes appropriate insurance and indemnification provisions to ensure that any liability arising from the services of Carl Warren Co is transferred to the contractor rather than the County.

FISCAL, FACILITY, & STAFFING ANALYSIS: Funds for this proposed contract not to exceed \$150,000 are available in the FY 2025-2026 Risk Management, Human Resources budget. The costs to the County for the entire contract will not exceed \$600,000.

ALTERNATIVES: Direct Risk Management to conduct a new request for proposal for TPA claims services. However, this would create a gap in services and leave the County without a provider to adjudicate Government Tort Claims.

APPROVED BY:

- | | |
|-------------------------|---|
| • County Executive | ☒ Yes or ☐ N/A |
| • Department of Finance | ☐ Yes or ☒ N/A |
| • County Counsel | ☐ Yes or ☒ N/A |
| • Human Resources | ☒ Yes or ☐ N/A |

SUBMITTED BY:
Reesha Ruel

Reesha Ruel
Risk Manager

REVIEWED BY:
Christina Cramer

Christina Cramer
Christina Cramer
Human Resources Director

ATTACHMENTS:

- 1) Carl Warren Contract

CC: Reesha Ruel, Human Resources Risk Manager
Solange Grey, Human Resources Administrative Services Officer
Curt Garman, Human Resources Administrative Services Associate



FOURTH ADDENDUM TO CONTRACT
BY AND BETWEEN THE
COUNTY OF MARIN AND Carl Warren & Company, LLC

THIS ADDENDUM is made and entered into on the 1st day of December, 2025, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Carl Warren & Company, LLC, (hereinafter referred to as ("Contractor")).

RECITALS

WHEREAS, the County and the Contractor entered into a contract for Third Party Liability Claims Administration dated 12/01/2021 ("Contract"); and

WHEREAS, Section 4 Maximum Cost to County of the contract obligated Contractor to Cost to County of 450,000.00 Section 5 to expire on December 1, 2025 ; and

WHEREAS, the parties desire to amend the contract to Cost to County to be \$600,000.00 by November 30, 2026 contract expiration date;

NOW, THEREFORE, the parties agree to modify Section 4 Maximum Cost to County as set forth below.

CONTRACT

1. Except as otherwise provided herein, all terms and conditions of the contract shall remain in full force and effect.
2. ☒ Updated Certificate of Insurance(s) attached hereto.
3. Section 4 is/are hereby amended as follows: In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$600,000.00 including direct non-salary expenses. Section 5 Contract shall terminate on November 30, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Addendum on the day first written above.

CONTRACTOR

COUNTY OF MARIN

By: _____

Angelique King, President

Derek Johnson County Executive

12/09/25

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

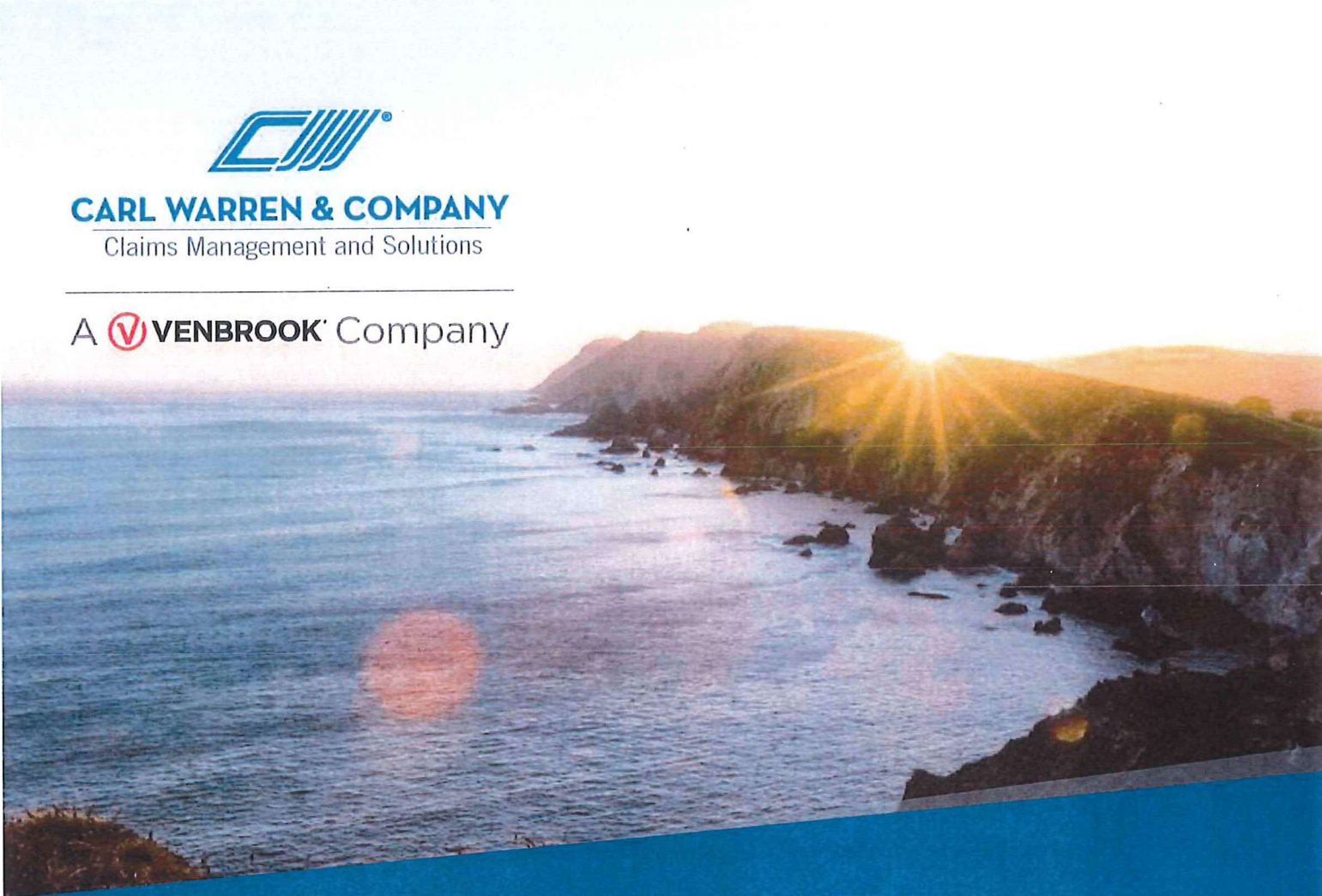
County Counsel



CARL WARREN & COMPANY

Claims Management and Solutions

A  **VENBROOK** Company



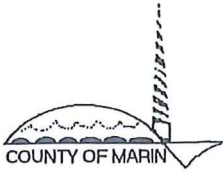
County of Marin

TPA 1 Year Contract Extension
2025-2026

November 2025

PRICE PROPOSAL

Claims Service Fees	Fixed Annual
	12/01/2025 - 11/30/2026
Claims Administration Fees: - Claims Team (Manager, Adjuster, Claim Support) - Accounting Services - Carrier TPA Oversight - Client Services - IT Support Services - Incident Only Reporting - Quality Assurance - RMIS Support Services - Trust Account Management **Not To Exceed 120 Claims Reported during the contract year.	\$107,120
Not To Exceed per Claim Rate (over 120)	\$950 per BI \$650 per PD
Data Management Account Management Annual Stewardship (upon request) Claim Reviews	Included
Field Work Services	
Vendor (Independent Adjusters, SIU/Surveillance, Auto/Property Damage Appraisals)	At Cost
Mileage	IRS Rate
Ancillary Services	
Misc./Allocated Loss Adjustment Expenses (i.e. police reports, medical records, auto appraisals, glass, salvage, etc.)	At Cost
MMSEA	Included
Index/OFAC	Included
Subrogation Set-up fees	Included
Subrogation services	21% of net recovery
Risk Management Information System Services	
Account Set-up	Included
Training/Technical Support	
RMIS Client User Access (Up to 3 users)	
Standard and Custom Loss Runs	
Client Dashboards	
Carrier/client requirements (Data extracts/Feeds, audits, compliance and reporting)	
Other IT Services (Exit fees-Data Conversion, Image extraction, etc.)	\$250 per hour
Additional RMIS Users (over first 5 users)	\$250 per user annually
Banking/Trust Account Services	
Trust Accounts Set/Up	Included
Monthly account management	
Monthly reconciliations	
Check Issuance	
1099 Reporting, including IRS File (if requested)	



THIRD ADDENDUM TO CONTRACT
BY AND BETWEEN THE
COUNTY OF MARIN AND CARL WARREN & COMPANY, LLC

THIS ADDENDUM is made and entered into on the 10 day of December, 2024, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Carl Warren & Company, LLC, (hereinafter referred to as ("Contractor")).

RECITALS

WHEREAS, the County and the Contractor entered into a contract for Third Party Liability Claims Administration dated December 1, 2021 ("Contract"); and

WHEREAS, on May 1, 2024 in the Second Addendum of the contract, the maximum cost to county was amended to \$260,000.00; and

WHEREAS, the parties desire to amend the contract to add \$190,000.00 ;

NOW, THEREFORE, the parties agree to modify Section 4 Maximum Cost to County as set forth below.

CONTRACT

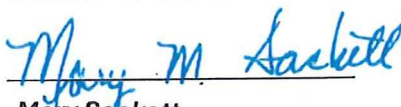
1. Except as otherwise provided herein, all terms and conditions of the contract shall remain in full force and effect.
2. ☒ Updated Certificate of Insurance(s) attached hereto.
3. Section 4 is/are hereby amended as follows: In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$450,000.00 including direct non-salary expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Third Addendum on the day first written above.

CONTRACTOR

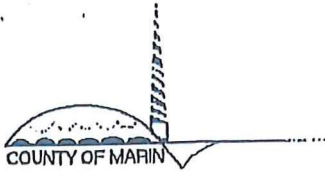
COUNTY OF MARIN

By: 
Angelique King, Executive Vice President


Mary Sackett
President, Board of Supervisors

COUNTY COUNSEL REVIEW AND APPROVAL
(modified)

County Counsel



SECOND ADDENDUM TO CONTRACT

BY AND BETWEEN THE
COUNTY OF MARIN AND Carl Warren & Company, LLC

THIS ADDENDUM is made and entered into on the 1st day of May, 2024, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Carl Warren & Company, LLC, (hereinafter referred to as ("Contractor")).

RECITALS

WHEREAS, the County and the Contractor entered into a contract for Third Party Liability Claims Administration dated 12/01/2021 ("Contract"); and

WHEREAS, Section 4 Maximum Cost to County of the contract obligated Contractor to Cost to County of \$190,000; and

WHEREAS, the parties desire to amend the contract to Cost to County to be \$260,000 by the December 1, 2025 contract expiration date;

NOW, THEREFORE, the parties agree to modify Section 4 Maximum Cost to County as set forth below.

CONTRACT

1. Except as otherwise provided herein, all terms and conditions of the contract shall remain in full force and effect.
2. ☒ Updated Certificate of Insurance(s) attached hereto.
3. Section 4 is/are hereby amended as follows: In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$260,000 including direct non-salary expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR

COUNTY OF MARIN

By: Richard McAbee
Richard McAbee, Chief Marketing Officer

Denise J. Rod
Board of Supervisor President

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel



CARL WARREN & COMPANY

Claims Management and Solutions

A  **VENBROOK** Company

County of Marin

Third Party Liability Claims Administration

Revised Price Proposal for Year 2 & 3 of the current contract
effective

December 1, 2023-2025

February 12, 2024

FEE PROPOSAL

February 12, 2024

County of Marin

3501 Civic Center Drive, Suite 421
San Raphael, CA 94903

Attention: Karen Shelar, Risk Manager
Subject: Revised pricing proposal for year 2 & 3 of the current contract,
December 1, 2023-2025

Dear Karen,

As discussed, the original proposal and contract has a cap of 33 claims and 80 incident reports per contract year. The county has exceeded that amount in the last two (2) years with 67 in the December 2021-2022 contract year and 93 in the December 2022-2023 contract year.

We would recommend increasing the number of claims per year to 100. This would create the following fixed annual cost for each of the two remaining years of the contract.

We appreciate the partnership with the County and hope to continue to build on what we have created together over the last 3 years.

Fixed Annual – Two Years-December 2023-2025

CLAIMS ADMINISTRATION SERVICES	2023-2024	2024-2025
Fixed Annual Rate* (NTE # of new claims per year)	\$100,000	\$104,000
Incident Report/Record Only	Included	Included
Telephone	Included	Included
Copy Work		
Stenographs		
Postage		
Office Expense		
Claims Set-Up Fee		
Data Processing		
Index Bureau (ISO Claims Search & OFAC)		
MMSEA Filing Fee (liability claims)		
Subrogation	21% of net recovery	21% of net recovery
Misc./ Allocated Loss Adjustment Expenses (i.e. police reports, medical records, etc.)	At Cost	At Cost
General Liability Adjuster Services	\$98 per hour	\$101 per hour
Mileage	Included	Included
Photographs/Duplicate Photographs	Included	Included
Outside Investigations	At Cost	At Cost

Auto/Property Damage Appraisals		
Surveillance/Fraud Unit		
• Data Management • Account Management • Annual Stewardship • Claims Review	Included	Included
• Training/ Technical Support • Data Conversion(s) • 3 Users RMIS Access • Standard Loss Runs • Report Programming • Carrier TPA Oversight (Data Extract, Feeds, Audits, Compliance & Reporting)	Included	Included
Additional Users (over first 3 users)	\$250/user per year	\$250/user per year
Custom Report Development (2+ hours)	\$250 per hour	\$250 per hour
Other IT Services (Exit, Final Termination etc.)	\$250 per hour	\$250 per hour
Trust Account Maintenance	Included	Included
Check Issuance & Reconciliations		

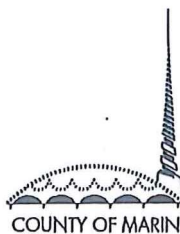
NOT TO EXCEED 110 CLAIMS ANNUALLY.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Richard McAbee, Chief Marketing Officer
 Carl Warren & Company
 Tel: (602) 723-5610
rmcabee@carlwarren.com



OFFICE OF THE
COUNTY ADMINISTRATOR

Matthew H. Hymel
COUNTY ADMINISTRATOR

October 25, 2022



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San Rafael, CA 94903
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415 473 4104 F
CRS Dial 711
www.marincounty.org/cao

Marin County Board of Supervisors
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Contract with Carl Warren Co. for Third Party Liability Claims Administration

Dear Board Members:

RECOMMENDATION: Authorize the Board President to award and execute a three-year contract renewal between the County of Marin and Carl Warren Co. in the amount not-to-exceed \$190,000 for third-party administration (TPA) of self-insured liability claims for a three-year term from FY 22-23 through FY 24-25.

DISCUSSION: After an RFP process completed in 2021, Carl Warren Co. ranked as the top TPA choice by committee members and a one-year contract, with the option to extend for another three years, was awarded. We are pleased with the level of service, experience, and cost savings working with Carl Warren Co. and respectfully request that the Board approve a contract renewal. The contract contains a one-time takeover fee and yearly fees, a total cost not-to-exceed \$190,000. We present Carl Warren Co.'s three-year contract renewal for review and respectfully request the Board to award and approve this contract to commence effective December 1, 2022.

FISCAL IMPACT: Funding for the contract is included in the Risk budget.

Respectfully submitted,

Karen Shelar
Risk Manager

CHW



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2022

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

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

PRODUCER	Venbrook Insurance Services 6320 Canoga Avenue, 12th Floor Woodland Hills, CA 91367	CONTACT NAME:	Venbrook Insurance Services
		PHONE (A/C No. Ext.):	818-598-8900
		FAX (A/C No.):	818-598-8910
		E-MAIL ADDRESS:	
www.venbrook.com	CA Lic No. 0D80832	INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Sentinel Insurance Company, Ltd.	11000
		INSURER B: Technology Insurance Company, Inc.	42376
		INSURER C: Allied World Surplus Lines Insurance Co	24319
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 70688938

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒		72SBAA9334	8/22/2022	8/22/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$0
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			72SBAA9334	8/22/2022	8/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$0
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$
	DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	TWC4151389	8/22/2022	8/22/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Errors & Omissions			03121299	6/1/2022	6/1/2023	\$5,000,000 each claim/agg, \$350,000 ret.

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

Segment: Carl Warren & Company
The County of Marin is included as additional insured where required by written contract with respect to General Liability, per form SS00080405.

CERTIFICATE HOLDER

CANCELLATION

County of Marin Risk Management 3501 Civic Center Dr. San Rafael CA 94903	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 Wuchen Liu

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ACORD 25 (2016/03)

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BUSINESS LIABILITY COVERAGE FORM

- (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. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

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 insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily Injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the 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:

- a. "Bodily Injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, 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:

- a. "Bodily Injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their 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.

322 00968

CAO Contract Log #

22-208

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1

THIS CONTRACT is made and entered into this 1st day of December, 2021, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Carl Warren & Company, LLC hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: Third Party Liability Claims Administration; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$40,000.00 including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

This Contract shall commence on December 1, 2021, and shall terminate on December 1, 2022. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The Insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an Independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:	Karen Shelar Risk Manager
Dept./Location:	3501 Civic Center Drive, Suite 421 San Rafael, CA 94903
Telephone No.:	(415) 473-6445

Notices shall be given to Contractor at the following address:

Contractor:	Carl Warren & Company, LLC / A Venbrook Company
Address:	11209 N Tatum Blvd., Ste. 130 Phoenix, AZ 85028
Telephone No.:	(602) 485-8228

22. ACKNOWLEDGEMENT OF EXHIBITS

☒ Check applicable Exhibits

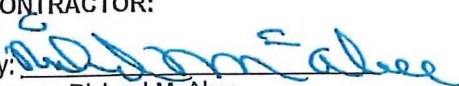
CONTRACTOR'S
INITIALS

EXHIBIT A.
EXHIBIT B.
EXHIBIT C.
EXHIBIT D.
EXHIBIT E.

☒	Scope of Services	
☒	Fees and Payment	
☐	Insurance Reduction/Waiver	
☒	Contractor's Debarment Certification	
☐	Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: 
Name: Richard McAbee
Title: Chief Marketing Officer

APPROVED BY
COUNTY OF MARIN:

By: 
County Administrator

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

See Attached Scope of Services.



Scope of Services

Carl Warren has read and acknowledge the specifications delineated in Scope of Services of this RFP. We have no exceptions to the requirements stated herein. Below is our approach to claims administration and statistical reporting and how we propose meeting the aspects of the Scope of Services required by the County.

Claims Administration

Data Transition/Takeover

Our IT Department will work with and communicate with the IT representative of the County to discuss a Plan of Action for the data to be transferred. Our in-house IT Department has extensive experience in transitioning data for clients that were previously self-administered or with another TPA with a different risk management information system.

Our standard transition is a 30-day plan; however, we can effectuate the transfer in as little as two weeks. The goal each time is to ensure the least amount of disruption to the client.

Upon award of contract, a test feed will be set up. If it is insufficient, additional tests will be performed until a satisfactory test is completed. After that a systematic transfer of the data will be completed. Depending on the timeline, current data can be converted first so the examiners can begin working on the files and notifying the involved parties of the new examiner. If we have enough time; we would move the closed files first. Please refer to Exhibit 3 in the Additional Data section for a sample transition timeline and takeover instructions.

Onboarding/Client Service Instructions (CSI's)

Our Client Services team will meet with the County to develop the Client Service Instructions (CSI's), upon award of contract. The CSI's will serve as the instructions for consistent general claims management and administration. It identifies the areas of greatest focus with input from the County, broker, and carrier. The Client Profile is an overlay to our Best Practices and CSI's, thus establishing a benchmark for our claims handling. Target areas include:

- Identifying key contacts at the County, broker, carrier/pool, and Carl Warren
- Reserving, settlement and pre-funding procedures/authority
- Reporting requirements (Internal and external)
- Specifications for accounting/billing matters along with key contacts
- Loss Codes & Location Codes
- Record Retention Policy Review
- Policies, Practices, and Guidelines
- RMIS User Connections/Schedule & Conduct RMIS Training
- Team Directory – Bilingual Examiners, if needed.

Claims Reporting & Setup

New claims can be reported by phone or email. We can set up a dedicated email box for the County to expedite claims assignment and setup. The notice is reviewed by the supervisor and assigned to the examiner, typically within 2-4 hours. Via email, we confirm receipt of the claim and provide a claim number to the County.



TIMEFRAME	SERVICE	EMPLOYEE
< 24 hours	Acknowledgement of claim, Contact with claimant, witness and the County.	Claim Examiner
24-48 hours of receipt of claim	Review of new matter and assignment of file	Supervisor
< 48 hours	Enter claims information into the RMS database	Claim Examiner
< 7 days	Plan of Action entered the Claim Notes in RMS	Claim Examiner
< 7 days	File reserves are established	Claim Examiner
< 7 days	Maintain diary for initial handling completion	Claim Examiner
< 7 days	ISO/MMSEA Indexing	Claim Examiner / Claim Assistant
< 14 days	Initial investigation findings reported to the client if warranted, otherwise inserted in claim notes	Claim Examiner
< 15 days	Excess notification	Claim Examiner
30 days	Initial Preliminary Report: Complete investigation and act on claim	Claim Examiner
< 30 days	Maintain diary - Investigation update (every 30-60 days thereafter)	Claim Examiner
Every 30 days	Interim Report: Updated Plan of Action and reserves are reviewed	Supervisor
Every 30 days	5 Files audited per examiner	Supervisor
As applicable	MMSEA Filings	Claim Examiner
At resolution	Final Report	Claim Examiner

File Documentation & Management

Within twenty-four (24) hours of receipt of the first report, a file is created, initial reserves established and assigned the proper code numbers, and the necessary data is entered to our RMS platform.

The examiner documents all correspondence, investigation and discussions on each file in the File Notes section of the RMS. Files are documented by retaining all correspondence received from the claimant or their representative. Summaries of all telephone conversations are also clearly documented in the file. All loss payments and expense payments are separated making the financial information easy to review and audit.

Investigations

Where the County determines that an investigation is necessary, the focus of our investigation is on the timely gathering of critical information and preservation of potential evidence. The results of the investigation are analyzed, and a liability determination is made, taking into consideration the possible comparative fault of the claimant, any applicable contractual indemnity provisions, tenders and State Statutes. Within two (2) business days of receipt of a new claim, the examiner enters the claim information into RMS. The initial investigation findings are reported to the County no later than five (5) days with a complete investigative report provided within 20 days. The goal is to complete a comprehensive investigation and evaluation expeditiously and advise the County of their liability exposure. We then act on the County's authority to deny or resolve the claim as quickly, fairly and efficiently as possible.



Scene Investigations

When our examiners conduct a scene investigation on a claim, they can help identify the cause of the loss and provide recommendation to the County to be distributed to the applicable departments to facilitate an appropriate action or solution (maintenance, repairs, etc.).

Fraud Investigations/SIU

If fraud is suspected, the County's claim team will promptly identify claims and work directly with key contacts to discuss a plan of action. We recommend a SIU/Fraud partner, CoventBridge Group, for compliance purposes when there is a need for surveillance or statements to be taken.

Reserve Adequacy & Accuracy

The initial reserve takes into consideration all potential payments related to the loss including liability, codefendants and allocated expenses to arrive at an ultimate net loss figure. Case reserves are established no later than seven (7) days of receipt of the claim. They are established on a case-by-case basis. The liability exposure, expense, venue and anticipated life of the claim are all factors taken into consideration when reserving a file. The first element of proper reserving is a timely and professional investigation into liability and damages.

Our experience with public sector clients allows us to adequately evaluate and reserve the claim as they differ in scope from most other types of claims. We do not use average case reserving and avoid stair-stepping the reserves on any claim. Reserves are reviewed every 30 days to ensure accuracy to continually monitor new information and reserves that accurately reflect the potential exposure. Any reserve revisions will be clearly explained in the file notes.

Diary Review

Our files are on strict diary and are reviewed at pre-established intervals, to ensure the timely investigation and completion of work as well as the adequacy of the established reserves. The system is customized per the client. Supervisor diaries are set to review files every 10 days and will also audit at least 5 files per examiner monthly. The examiner's diary is for 7, 45, and then 90 days. The Supervisor receives weekly reports as to late diaries. Any trends or problems found are addressed internally. The supervisor approves all reserve changes, payments and ensures the files are on diary. They can review files as often as they or the County feels necessary.

Excess Carrier Reporting

When it is determined that a claim meets the excess reporting guidelines of the County's carrier(s), they will be placed on notice with all available information by telephone and followed up with a hardcopy to fax or mailed to or sent electronically via email. Generally, a copy of the file will be sent within ten (10) days of notice of a claim filing when the type of loss or injury is either known or alleged. The County will also be sent a copy of each report and Carl Warren will pursue, when appropriate, excess reimbursements from the insurance carriers.

Litigation/Small Claims Court Hearings

Litigation Management

It is the philosophy of Carl Warren to manage litigation from a two-prong approach – strategy and cost containment. We will work with the County's Risk Management Department, County Counsel and



carrier to meet these goals. A strong working relationship between the examiner and counsel is important since both bring different skills to claims handling and resolution.

When a lawsuit comes in, we will refer it to the County's Risk Management Department and County Counsel. Once the defense firm has been identified, a complete copy of the investigative file is transmitted to the defense counsel. We will then secure a Litigation Budget and work with the County Counsel throughout the litigation process pursuant to the County and the carrier's guidelines.

On litigated claims, we keep the County Counsel and Risk Management Department informed in writing of settlement conferences, hearings, arbitrations, mediations, and trials. When requested by the client or the carrier, we will attend trials, hearings, arbitrations, mediations, settlement conferences and any other legal proceedings.

Customer Service

On-Call Service Response

There is no additional cost to contact Carl Warren or have us respond to a claim on a 24/7 basis. The County will be given a Team Directory with the assigned staff's contact information to include cell phone number(s) in the event they need to be contacted after hours. In-house staff is used during business hours and Harmon Solutions Group (HSG) is used for on-call services after hours. Examiners are not allowed to take direct claim assignments other than emergency claims after hours. If calls are received after business hours, HSG forwards calls to our team. If the call is an emergency, our team will assign it an after-hours emergency response vendor if a staff examiner is not available. We have various emergency vendor options available to the County.

We believe that the work we do in the first 24 hours after a claim is reported to us is extremely important to the ultimate outcome. We will make two- or three- point contact within 24 hours of receipt of the claim. Property damage claims are made within a few hours.

Settlements

Settlement Authority

Settlement Authority requires complete accord between Carl Warren and the County. The threshold depends on the level of trust in the relationship and your needs and desires. Upon award of contract, our team will meet with the County's Risk Management Department team to develop a CSI/Client Profile that will serve as the instructions for consistent claim handling. We will come to a recommended settlement authority amount at this time. After Carl Warren establishes credibility, the authority amount can be raised as our relationship matures.

Subrogation

Subrogation Recovery Services

All file investigations include determination if subrogation or tenders exist. We have a dedicated in-house recovery team of certified subrogation paralegals that can identify, pursue and collect subrogation on the County's behalf on a contingent basis.



They handle recovery on a wide range of matters from pre-suit and small damage to larger loss litigation matters (floods or fires), which requires attorney involvement along with multi-state litigation work. Once file materials are complete, the demand is prepared and sent to begin the recovery process, and regular follow up is maintained to ensure a timely recovery. Over 90% of funds were recovered within 60 days of the file being assigned for recovery pursuit.

Data Management/Reporting and Data Ownership

File Records/Closure

All paper file records are property of the County and are stored on-site for a maximum of 6 months before being sent to an off-site storage facility. Paper files are only destroyed in accordance with the client record retention policy, usually 7-10 years from the date of file closing, excluding claims involving minors.

As a green initiative, Carl Warren is working diligently to become a paperless company. We use cloud technology to store files. Cloud technology will allow the County to view claim documents collaboratively online. We do not purge electronic files.

Risk Management Information System (RMIS)

The County will receive claims data through our proprietary online RMIS platform. We are upgrading our RMIS platform to FileHandler Enterprise, powered by JW Software. This upgrade will provide the County with an easy-to-use system to customized dashboards for metrics and analytics that will present graphs and charts when viewing each claim.

No software installation is required – only access to the internet and a standard internet browser (Internet Explorer, Edge, Chrome, Safari, or Firefox) is necessary. FileHandler Enterprise can also be accessed through the System Login button on our website. From here, the County can login through our secure portal to access the application at any time – 24/7/365 – via a desktop, laptop, tablet, Smartphone, etc. and functions in real-time with updates every few hours.

The County will have customized direct read-only access to real-time financial and claim information (examiner's file notes, all claimant information, and financial data, to include financial summary and payment detail). The system is structured as a risk management tool in addition to providing claims data, in addition easy-to-use access to records. Users can perform intuitive reporting and ad-hoc analyses on risk and loss prevention data.

RMIS Access, Training, & Support

We will provide the County with 3 users. Approved County users can access the system to view and sort data, generate graphs, print reports, and export information to a variety of formats including, but not limited to, Excel, PDF and TXT.

Support and training are available to the County at any time throughout the contract, at no additional cost to new and existing County users. They are typically an hour and can be conducted on-site at the County or a Carl Warren office. We can also conduct the training via teleconference/webinar. If the County decides to add new staff users or require training, this can be completed by contacting your account manager or our client services manager.



Copy of prepared sample loss run and at least 2 other loss analysis reports.

Statistical Reports

Carl Warren will provide the County with reports, ad hoc reporting, subscription services for emailed reports, and event-based alerting. There are 50+ standard report templates available to our clients online and can also be scheduled for email delivery to unlimited subscribers. Frequency options for delivery include daily, weekly, monthly and quarterly. Below are our most popular and frequently requested reports. Please refer to Exhibit 4 for a sample copy of our RMS snapshot and reports.

- Snapshot: This report provides a graphical overview of the account. It quickly identifies the 5 cause codes that generate the most claims as well as the most severe claims. This report also includes a Claim Count graph for the previous 12 months and a list of the Top 10 Occurrences based on Total Incurred. This report will help the client by identifying area's that need further investigation.
- Frequency Report: This report identifies which location codes (or departments) generate the most claims. It specifies the percentage of the account that these claims make up. This report helps determine which departments need help in reducing the number of claims submitted.
- Severity Report: This report identifies which location codes (or departments) generate the most severe claims. It specifies the percentage of the account these claims make up.
- Cause Profile: This report lists all cause codes utilized in the account and how many claims have been recorded with each cause code. It also indicates the Total Incurred for each cause code.
- Reserve Trends: This report lists all open claims and what their total incurred amounts were at different ages, starting at 1 month up to 60 months.

Report Customization

Carl Warren can customize the loss runs to the County requirements and needs. While we have 50+ standard loss run templates, each of our clients have different needs. We can sort, filter, add fields (even custom fields), subtotal, or total within the system and we save this template so that all future reports are setup to your specifications.

Medicare Secondary Payer Reporting (MMSEA)

Carl Warren is compliant with Medicare Secondary reporting requirements. We partner with Insurance Service Organization (ISO) using the Universal Format for reporting purposes. Each claim where a bodily injury is alleged will be indexed with the ISO for prior incidents. If a "hit" comes back, it is pursued by the handling examiner. In addition, claimants are indexed for Medicare beneficiary status, to comply with all requirements of MMSEA. If a claimant/plaintiff is found to be a beneficiary, all steps are taken to protect the County's requirements under MMSEA prior to any settlement, verdict, or judgment.



Claim Reviews & Audits

Claim Review Meetings

Our leadership team, AVP of Claims, Angelique King, Client Services Manager, Suzie Spencer, along with the County's claim team will be available to attend any meetings and/or quarterly claim reviews either in-person or via phone. As partners in the claims process, it is important to have regular meetings that allows for open dialogue and discussion so that everyone agrees with both past and future success and failures and the corrective measures that will be used to improve our service. Status reports can be prepared at the request of the County.

Annual Stewardship Report

Carl Warren provides an Annual Stewardship Report at the end of each policy year. The report focuses on past year goals and objectives, the year in review (results, successes, challenges, and opportunities), financials (savings, benchmarking, total cost of risk), and our approach and recommendations for the upcoming year to help reduce the County's loss exposure.

Detailed description of program for internal quality control.

Quality Assurance

Our in-house Quality Assurance (QA) team completes audits on a continual basis on our claims process and staff. These audits can be completed by client, examiner, or location. The QA team pulls monthly management reports that identify claims which might fall outside of agreed upon handling guidelines. This approach allows us to take corrective action before an issue becomes a problem. Our staff are constantly evaluated for internal metrics and subpar performance that require a formal action plan, including corrective action, as needed.

We have a contract with Marsh ClearSight, also known as the STARS auditing system, wherein we complete, log, track, and score all audits completed companywide in their auditing system. We also have random audits performed for our SSAE 18/SOC 1 audit report and our RMS system.

Our QA team also keeps our claim professionals apprised of pertinent regulatory and legislative developments. Most of our claims staff are members of various professional organizations and industry groups that also provide legislative and regulatory updates. ***In 2018, we averaged 92.4% on our audits and are awaiting final confirmation of our 2019 audit scores, which we believe will exceed the current percentage.***

Third Party Audits

Carl Warren will comply with any external auditor that the County chooses. We also submit to scheduled excess carrier and pool audits to ensure we are compliant with their guidelines and meeting the expectations set forth. Carl Warren maintains a library of carrier/pool forms and guidelines that is accessible to all claim personnel. This is to ensure that they have all the information they need to administer claims to your excess carrier or pool specifications.



Financial Accounting/Funding

Trust Account Services

Carl Warren can provide a full range of Trust Account services to ensure that all funds entrusted to Carl Warren is managed in accordance with generally recognized banking practices and the County's procedures. Trust accounts are all created with Payee Positive Pay and Cleared Check processing as security measures for fraud protection. A monthly payment log is distributed to the County that lists balance, issue checks, and check register. The County will be provided the contact information for our Trust Manager, Kristin Miller, in the event there are specific questions regarding the account.

Insurance Requirements

Certificate of Insurance

We have provided a copy of our Company's Certificate of Insurance in Exhibit 5. Upon award of contract, Carl Warren can furnish our Certificate of Insurance listing the County as an additional insured.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of 3,000.00 per month not to exceed 40,000.00 during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at 0.00.
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is 40,000.00. The maximum amount payable to Contractor under this Contract for this period shall not exceed 40,000.00.



Fee Proposal-Revised

An all-inclusive cost proposal commencing July 1, 2020.

Below is Carl Warren's all-inclusive pricing for initial three (3) years with optional two (2) one-years for a total of five (5) years of services. Other pricing alternatives are available upon request.

CLAIMS ADMINISTRATION SERVICES – FIXED ANNUAL PRICING	YEAR 1 7/1/2020 – 6/30/2021	YEAR 2 7/1/2021 – 6/30/2022	YEAR 3 7/1/2022 – 6/30/2023	OPTION YEAR 4 7/1/2023 – 6/30/2024	OPTION YEAR 5 7/1/2024 – 6/30/2025
Fixed Annual Rate	\$36,000*	\$37,044*	\$38,118*	\$39,223*	\$40,360*
Incident Report/Record Only	Included	Included	Included	Included	Included
Take Over Claims-per suffix	\$400 per suffix	\$400 per suffix	\$300 per suffix	\$300 per suffix	\$250 per suffix
Telephone	Included	Included	Included	Included	Included
Copy Work	Included	Included	Included	Included	Included
Stenographs	Included	Included	Included	Included	Included
Postage	Included	Included	Included	Included	Included
Office Expense	Included	Included	Included	Included	Included
Claims Set-Up Fee	Included	Included	Included	Included	Included
Data Processing	Included	Included	Included	Included	Included
Index Bureau (ISO Claims Search and OFAC)	Included	Included	Included	Included	Included
MMSEA Filing Fee (liability claims)	Included	Included	Included	Included	Included
Miscellaneous/Allocated Loss Adjustment Expenses (i.e. police reports, medical records, etc.)	At Cost	At Cost	At Cost	At Cost	At Cost
Field Work Services					
Adjuster per hour	\$90	\$92.50	\$95	\$98	\$101
Mileage	IRS Rate	IRS Rate	IRS Rate	IRS Rate	IRS Rate
Photographs/Duplicate Photographs	Included	Included	Included	Included	Included
Ancillary Services					
Subrogation Setup Fee (one-time charge)	Included	Included	Included	Included	Included
Subrogation	21% of net recovery	21% of net recovery	21% of net recovery	21% of net recovery	21% of net recovery
Outside Investigations	At Cost	At Cost	At Cost	At Cost	At Cost
Appraisals	At Cost	At Cost	At Cost	At Cost	At Cost
Surveillance/Fraud Unit	At Cost	At Cost	At Cost	At Cost	At Cost
Annual Administration Services					
• Data Management	Included	Included	Included	Included	Included
• Account Management	Included	Included	Included	Included	Included



- Annual Stewardship - Quarterly Claims Review					
Risk Management Information System Services					
- RMIS Training/ Technical Support - Set-Up (one-time charge) - Data Conversion(s) 3 Users RMIS Access - Standard Monthly Loss Runs - Report Programming - Carrier TPA Oversight (Data Extract, Feeds, Audits, Compliance & Reporting)	Included	Included	Included	Included	Included
Data Intake of Existing Claims (one-time charge in the first year)	\$750 per years of data	-	-	-	-
Additional Users	\$250/user per year	\$250/user per year	\$250/user per year	\$250/user per year	\$250/user per year
Custom Report Development	\$250 per hour	\$250 per hour	\$250 per hour	\$250 per hour	\$250 per hour
Exit IT Services (Final Termination Report)	\$250 per hour	\$250 per hour	\$250 per hour	\$250 per hour	\$250 per hour
Banking/Trust Account Services					
Trust Account Maintenance	Included	Included	Included	Included	Included
Check Issuance and Reconciliations	Included	Included	Included	Included	Included
1099 Reporting, including IRS File	Included	Included	Included	Included	Included

*Not-to-Exceed (NTE) 80 Incidents and 33 New Claims year
CPI-2.9%



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: Due to Internal CAGE maintenance, CAGE will be unavailable from Thursday October 29, 2020 @ 2:30 PM - Thursday October 29, 2020 @ 6:00 PM (ET).

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/14/2020 from 8:00 AM to 5:00 PM.

Search Results

Current Search Terms: Carl Warren & Company*

Total records: 1

Save PDF

Export Results

Print

Result Page:

1

Sort by: Relevance ▼ Order by: Descending ▼

Your search for Carl Warren & Company* returned the following results...

Entity	Carl Warren & Company	Status: Active
DUNS: 075307926	CAGE Code: 8GDN7	View Details
Has Active Exclusion?: No	DeDAAC:	
Expiration Date: 03/08/2021	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

Save PDF

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Print



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WWW8

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2024

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

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

PRODUCER Venbrook Insurance Services 6320 Canoga Avenue, 12th Floor Woodland Hills, CA 91367 www.venbrook.com	CA Lic No. 0D80832	CONTACT NAME: Venbrook Insurance Services PHONE (A/C, No, Ext): 818-598-8900 FAX (A/C, No): 818-598-8910 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd. NAIC #: 11000 INSURER B: Technology Insurance Company, Inc. 42376 INSURER C: Allied World Surplus Lines Insurance Co 24319 INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: 82872629

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒		72SBAAG9334	8/22/2024	8/22/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$0
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			72SBAAG9334	8/22/2024	8/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$0
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	TWC4486308	8/22/2024	8/22/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Errors & Omissions			0312-1299	6/1/2024	6/1/2025	\$5,000,000 each claim/agg, \$350,000 ret.

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

Segment: Carl Warren & Company, LLC
The County of Marin is included as additional Insured when required by written contract with respect to General Liability, per form SS00080405.

CERTIFICATE HOLDER

CANCELLATION

County of Marin
Risk Management
3501 Civic Center Dr.
San Rafael CA 94903

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

Pamala Sheridan

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Venbrook Insurance Services		NAMED INSURED Venbrook Holdings, LLC Carl Warren & Company, LLC Carl Warren & Company of Nevada, LLC 6320 Canoga Avenue, 12th Floor Woodland Hills CA 91367	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: County of Marin Risk Management

ADDRESS: 3501 Civic Center Dr. San Rafael CA 94903

Carl Warren & Company, LLC; E&O Retroactive Date: 01/31/2019; Cyber Retroactive Date: 01/31/2019
Carl Warren & Company of Nevada, LLC; E&O Retroactive Date: 01/31/2019; Cyber Retroactive Date: 01/31/2019



BUSINESS 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. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or 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 D. - Liability And Medical Expenses 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, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and
 - (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - 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.
- (2) 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.
- c. "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 C. - 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;

BUSINESS LIABILITY COVERAGE FORM
72SBAAG9334

12/02/2024

- (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.
- d. 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".

e. Incidental Medical Malpractice

- (1) "Bodily Injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

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:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) 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.

**3. COVERAGE EXTENSION -
SUPPLEMENTARY PAYMENTS**

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) 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.
- (5) All costs taxed against the insured in the "suit".
- (6) 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.
- (7) 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.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

BUSINESS LIABILITY COVERAGE FORM

b. 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:

- (1) 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";
- (2) This insurance applies to such liability assumed by the insured;
- (3) 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";
- (4) 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 interest of the indemnitee;
- (5) 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
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) 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 1.b.(b) of Section B. — Exclusions, 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:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" 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 purpose 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:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) 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 only if you are in the business of manufacturing, distributing, 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 (1) 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.

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

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" 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;
- (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"; or
- (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 51 feet long; and
 - (b) Not being used to carry persons 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;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

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 or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "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.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

BUSINESS LIABILITY COVERAGE FORM

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. 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 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - 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) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. 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.

n. 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.

o. 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.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. 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".

r. Employment-Related Practices

"Bodily injury" or "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 or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

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.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "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; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises 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 D. - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

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 athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. 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. Employees And Volunteer Workers

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), or 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 that "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.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,

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- (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. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

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 insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily Injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the 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:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, 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:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their 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.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "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 failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

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. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

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

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.