

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/22/2018

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

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

th	nis certificate does not confer rights to	o the	cert	ficate holder in lieu of si).						
PRODUCER						CONTACT NAME:							
Woodruff-Sawyer & Co. 50 California Street, Floor 12						PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989							
San Francisco CA 94111					E-MAIL ADDRESS:								
San Tancisco CA 34111					INSURER(S) AFFORDING COVERAGE						NAIC#		
						INSURER A : Burlington Insurance Company							
INSURED BIRDRID-01						INSURER B : Atlantic Specialty Insurance Company							
Bird Rides, Inc.					INSURER C: Great American E & S Insurance Company						27154 37532		
520 Broadway Santa Monica CA 90401					INSURE								
Santa Monica CA 9040 I						RE:							
CO	VERAGES CER	TIFIC	CATE	NUMBER: 1287905327	INSURER F : REVISION NUMBER:								
COVERAGES CERTIFICATE NUMBER: 1287905327 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													
١N	IDICATED. NOTWITHSTANDING ANY RE	QUIF	REME	NT, TERM OR CONDITION	OF AN'	Y CONTRACT	OR OTHER I	DOCUMENT WITH	H RESPEC	CT TO V	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.											HE TERMS,		
INSR		ADDL	SUBR		DELIVI	POLICY EFF	POLICY EXP		LIMIT	•			
LTR A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER 820BW42687		3/1/2018	3/1/2019						
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	CLAIMS-MADE NOCCUR							PREMISES (Ea occ		\$ 100,00	<u>J</u>		
								MED EXP (Any one		\$			
								PERSONAL & ADV		\$ 1,000,0			
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREO		\$ 2,000,0			
	POLICY PRO- LOC							PRODUCTS - COM	P/OP AGG	\$ 2,000,0)00		
_	OTHER:			744040000000		5/40/0040	5/10/0010	COMBINED SINGLE	= I IMIT	\$			
В	AUTOMOBILE LIABILITY			7110162380000		5/10/2018	5/10/2019	(Ea accident)		\$ 1,000,0	100		
	ANY AUTO Y OWNED SCHEDULED							BODILY INJURY (P		\$			
	AUTOS ONLY AUTOS							BODILY INJURY (P	,	\$			
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							(Per accident)	3E	\$			
										\$			
С	UMBRELLA LIAB X OCCUR			XS2258521		3/8/2018	3/1/2019	EACH OCCURREN	CE	\$ 5,000,0)00		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$			
	DED RETENTION\$							1,050	10711	\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER				
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE	NT	\$			
	(Mandatory in NH)							E.L. DISEASE - EA	EMPLOYEE	\$			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	LICY LIMIT	\$			
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL of Milwaukee, WI is included as an Add												
Cit	y of Milwaukee, Wris included as all Add	IILIOII	ai iiis	ured with respects to Gene	erar and	Auto Liability	per attached	ı ioiii.					
CE	CERTIFICATE HOLDER CANCELLATION												
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE										
	City of Milwaukee	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.											
	200 E. Wells Street	AUTHORIZED REPRESENTATIVE											
	Milwaukee, WI 53202												

POLICY NUMBER: 820BW42687

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that requires you in accordance with their statutes or regulations to add such state or political subdivision as an additional insured on your policy provided such written permit is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **2.** This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

1. ADDITIONAL INSURED BY CONTRACT

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

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

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

2. AIRBAG DISCHARGE

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

3. AUTO THEFT REWARD

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

4. BLANKET WAIVER OF SUBROGATION

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

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

5. BODILY INJURY REDEFINED - MENTAL ANGUISH

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

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

6. BROAD FORM NAMED INSURED

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

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

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

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under Exclusions of SECTION III PHYSICAL DAMAGE COVERAGE does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:
 - 1. Citizen's band radio:
 - 2. Two-way mobile radio or telephone;
 - 3. Scanning monitor receiver; or
 - 4. GPS Navigation System,

including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.
- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

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

9. DRIVE OTHER CAR - EXECUTIVE OFFICERS

 $\textbf{a.} \quad \text{The $\textbf{Who Is An Insured} provision under $\textbf{SECTION II} - \textbf{LIABILITY COVERAGE}$ is amended to include:}$

If you are designated in the Declarations as:

- 1. An individual; you and your spouse.
- 2. A partnership; your partners and their spouses.
- 3. An organization other than an individual or a partnership; your "executive officers" and their spouses.
- b. SECTION II LIABILITY COVERAGE and SECTION III PHYSICAL DAMAGE COVERAGE are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":
 - 1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
 - 2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
 - 3. Insured under another policy of insurance.

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

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

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

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

d. The following definition is added to the **DEFINITIONS** section of the policy:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

e. The Other Insurance Condition, under Section IV – BUSINESS AUTO CONDITIONS, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

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

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

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit".

apply only when such "accident", claim, "suit" or "loss" is known to:

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

11. EMPLOYEES AS INSUREDS

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

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

12. EMPLOYEE HIRED AUTOS

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

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

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

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

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

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

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

14. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

15. HIRED AUTO - PHYSICAL DAMAGE COVERAGE

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

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

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

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

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

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

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

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

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

16. LEASE GAP COVERAGE

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

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

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

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

17. LIABILITY COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

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

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

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

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

19. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES COVERAGE

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

20. RENTAL REIMBURSEMENT

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

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

Payment is limited to the lesser of the following amounts:

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

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

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

21. TOWING - COVERED AUTOS

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

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