

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2015

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 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 Hub International HUB Int'l Insurance Serv. Inc. P.O. Box 4047 Concord, CA 94524-4047	CONTACT NAME:	PHONE (A/C, No, Ext): 925 609-6500	FAX (A/C, No): 925 609-6550
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Hanover Insurance Company	22292
		INSURER B: Cypress Insurance Company (CA)	10855
		INSURER C: Massachusetts Bay Insurance Co	22306
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		ZHF940571503	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>		ADF939630203	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>		UHF940571403	01/01/2015	01/01/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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 N/A	3300062246141	08/15/2014	08/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		ZHF940571503	01/01/2015	01/01/2016	\$1,000,000 Each Wrongful Act; \$3,000,000 Aggregate

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

Re: Professional Services Contract.

Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers as Additional Insured as respects General Liability and Auto Liability, and coverage applies on a Primary basis, per attached forms 421-0549 0908, CA2048 0299, and CA0001 0306. As required by written contract.

The Umbrella Liability policy limits are excess over the General Liability, Auto Liability, Employers Liability, and Professional Liability limits.

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District
Attn: Elizabeth McClanahan
1936 Carlotta Drive
Concord, CA 94519-1397

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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HUMAN SERVICES GENERAL LIABILITY BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Aggregate Limit per Location	Included
4. Bodily Injury Redefined	Included
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
6. Innocent Party Defense Coverage for Employees	\$25,000
7. Extended Property Damage	Included
8. Knowledge of Occurrence	Included
9. Liberalization Clause	Included
10. Mobile Equipment Redefined	Included
11. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
12. Non-owned Watercraft	51 ft.
13. Personal Injury - Broad Form	Included
14. Product Recall Expense	
- Each Occurrence Limit	\$ 25,000
- Aggregate Limit	\$ 50,000
15. Property Damage Legal Liability - Broad Form	
- Fire, Lightning, Explosion, Smoke or Leakage from Fire Protection Systems Damage	\$1,000,000
- Damage Caused by your client	\$30,000
16. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 500
17. Unintentional Failure to Disclose Hazards	Included
18. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the **Commercial General Liability Coverage Form** through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

a. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1) Your acts or omissions; or
 - 2) The acts or omissions of those acting on your behalf;
- but only with respect to:
- 3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
 - 4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

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- 1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal and advertising injury";
- 2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
- 3) To any person or organization included as an insured under item 1.a.2) of this endorsement;
- 4) To any lessor of equipment:
 - a) After the equipment lease expires; or
 - b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor;
- 5) To any:
 - a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - b) Managers or lessors of premises if:
 - (1) The occurrence takes place after you cease to be a tenant in that premises; or
 - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - 6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of this policy apply.

2. Additional Insured - Broad Form Vendors

Under Section II - Who Is An Insured, Paragraph 6. the following is added:

6. Any person or organization with whom you agreed because of a written contract or written agreement to provide insurance, 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, subject to the following additional exclusions:

a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspection, 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 sale of the product;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.

b. 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.

3. Aggregate Limit Per Location

- a. Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. Under Section V - Definitions, the following additional Definition is added:

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

4. Bodily Injury Redefined

Under Section V - Definitions, definition 3., "bodily injury" is replaced in its entirety with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.

5. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. Under Section I - Coverage A., paragraph 2. Exclusion j. is amended as follows:

- 1) Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- 2) Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. Under Section V - Definitions, the following additional Definition is added:

"Customers goods" means property of your customer on your premises for the purpose of being:

- 1) Worked on; or
- 2) Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

6. Innocent Party Defense Coverage for Employee

Under Supplementary Payments- Coverages A and B, the following is added:

3. At your request, we will reimburse you for the sums that you voluntarily pay to an "employee" of yours for the reasonable and necessary defense costs incurred by that employee to defend criminal charges brought against that employee, but this Supplementary Payment only applies if:

a. The acts out of which such criminal charges arise are alleged to have:

- 1) Arisen out of and in the course of your employment of the "employee"; and
- 2) Been committed by your "employee" against your client; and
- 3) Taken place during that period of time that the "employee" was employed by you; and
- 4) Taken place during the policy period and in the "coverage territory"; and

b. All the criminal charges are either dismissed with prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

We will not reimburse you for any sums that you voluntarily pay to your "employee" for the reasonable and necessary defense costs that employee incurs to defend the criminal charges made against that employee:

c. For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft;

d. For any criminal charge(s) where your "employee" receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including without limitation, any deferred adjudication or similar finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or

e. For any fines or penalties whatsoever.

The most will pay under this provision is \$25,000 during the policy period regardless of the number of requests for reimbursement made by you.

7. Extended Property Damage

Under Section I - Coverage A., paragraph 2. Exclusions, Exclusion a. is replaced in its entirety with the following:

- a. "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.

8. Knowledge of Occurrence

Under **Section IV - Commercial General Liability Conditions, Condition 2 - Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

9. Liberalization Clause

Under **Section IV - Commercial General Liability Conditions**, the following additional Condition is added:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

10. Mobile Equipment Redefined

Under **Section V - Definitions**, definition 12, **Mobile Equipment**, paragraph f.(1)(a)(b)(c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

11. Newly Acquired or Formed Organizations

Under **Section II - Who Is An Insured**, paragraph 4.a. is replaced in its entirety by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

12. Non-Owned Watercraft

Under **Section I - Coverage A**, paragraph 2. **Exclusions**, g.(2) is replaced in its entirety by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

13. Personal Injury - Broad Form

- a. Under **Section V - Definitions**, definition 14, paragraph b. is replaced in its entirety by the following:
- b. Malicious prosecution or abuse of process.
- b. Under **Section V - Definitions**, definition 14, paragraph h. is added as follows:

- h. Discrimination or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured;
- (b) Any officer of the corporation, director, stockholder, partner or member of the insured organization; or

- (2) Not directly or indirectly related to the employment, for or prospective employment, termination of employment, or application of employment of any person or persons by an insured; or

- (3) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

- (4) This provision does not apply:

- (a) If Coverage B - Personal and Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement;

- (b) To "personal and advertising injury" sustained by any insured that arises out of the activities of any other person or organization qualifying as an insured under this policy; or

- (c) To Temporary Workers or Independent Contractors

14. Product Recall Expense

- a. Under **Section I - Coverage A**, paragraph 2 **Exclusions**, n. is replaced in its entirety by the following:

- n. **Recall of Products, Work or Impaired Property**

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

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

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization

because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "Product recall expenses" resulting from:

- 4) Failure of any products to accomplish their intended purpose;
 - 5) Breach of warranties of fitness, quality, durability or performance;
 - 6) Loss of customer approval, or any cost incurred to regain customer approval;
 - 7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - 8) Caprice or whim of the Insured;
 - 9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
 - 10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - 11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **Section II - Who is An Insured**, paragraph 4.d. is added as follows:
- d. **Coverage A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **Section III - Limits of Insurance**, paragraph 8. is added as follows:
8. The Limits of Insurance and rules stated below fix the most we will pay under this coverage part.
- 1) The Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" inlilated during the policy period.
 - 2) The Each Occurrence Limit shown in the Summary of Coverages Declaration is the most we will pay in connection with any one defect or deficiency.

- a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one occurrence.
- b) Any amount reimbursed for "product recall expenses" in connection with any one occurrence will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- d) The Limits of Insurance of Product Recall Expense apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- 3) A Deductible of \$500 applies for Each Occurrence.
- d. Under **Section IV - Commercial General Liability Conditions, Condition 2 - Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- 1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - 2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- e. Under **Section V - Definitions**, the following additional definitions are added:
- 1) "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
 - 2) "Product recall expense" means:
 - a) Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal

you incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".

15. Property Damage Legal Liability - Broad Form

- a. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.
- b. Under **Section I - Coverage A**, the last paragraph (after the exclusions) is replaced in its entirety by the following:

Exclusions c. through n. do not apply to:

- a. Damage by fire, lightning, explosion, smoke or leakage from fire protective systems; and
- b. Damage caused by your client

to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

- c. Under **Section III - Limits of Insurance**, paragraph 6. is replaced in its entirety by the following:

6. Subject to 5. above:

- a. The Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage":
 - 1) Resulting from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination thereof; or
 - 2) Caused by your client

to any one premises, rented to you or temporarily occupied by you, with permission of the owner.
- b. The Damages to Premises Rented to You Limit is the greater of:
 - 1) \$1,000,000 for damages due to fire, lighting, explosion, smoke or leakage from fire protective systems or any combination thereof; or
 - 2) The Damage to Premises Rented to You Limit shown in the Declarations.

- c. The Damages to Premises Rented to You Limit includes a sublimit of \$30,000 for damages caused by your client.
- d. Under **Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance**, paragraph **b.(2)** is replaced by the following:
That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- e. Under **Section V - Definitions**, definition 9. "**Insured contract**", a. is replaced in its entirety by the following:
A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
- f. This coverage does not apply if Fire Damage Legal Liability of Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.
- g. Your client is defined as a person who is under your direct care and supervision.

16. Supplementary Payments Increased Limits

Under **Section I - Supplementary Payments, Coverages A and B**, paragraphs **1.b.** and **1.d.** are replaced in their entirety as follows:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

17. Unintentional Failure to Disclose Hazards

Under **Section IV - Commercial General Liability Conditions, Condition 6. - Representations**, paragraph **d.** is added as follows:

- d. We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

18. Unintentional Failure to Notify

Under **Section IV - Commercial General Liability Conditions, Condition 2. - Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph **g.** is added as follows:

- g. Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.