



ADDITIONAL REMARKS SCHEDULE

AGENCY Knauf Maxwell Insurance Services		License # L100460	NAMED INSURED Pristine Rehab Care, LLC 706 N. Diamond Bar Blvd., Suite B Diamond Bar, CA 91765
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
\$1,000,000 coverage limit per occurrence
\$3,000,000 coverage limit in the aggregate
\$0 Retention/Deductible

Includes Professional Liability Coverage

Carrier - AmGuard Insurance Company
Policy# - C1GP303433
Effective Date - 09/27/2022
Expiration Date - 09/27/2023

\$1,000,000 coverage limit per occurrence
\$3,000,000 coverage limit in the aggregate
\$0 Retention/Deductible

Includes Crime Coverage (Client's Property)

Carrier - AmGuard Insurance Company
Policy# - C1GP303433
Effective Date - 09/27/2022
Expiration Date - 09/27/2023

\$25,000 coverage limit
\$500 Deductible

Certificate holder is also included as Additional Insured, including Primary & Non-Contributory wording, applies as respects General Liability coverage; only as per attached endorsement(s).

Additional Insured – Designated Person or Organization – Endorsement (Form CG 20 26 12 19) for Mt. Diablo Unified School District HAS BEEN ORDERED AND IS PENDING AND WILL FORWARD UPON RECEIPT.

Additional Insured – Owners, Lessees or Contractors - Completed Operations Endorsement (Form CG 20 37 12 19) for Mt. Diablo Unified School District HAS BEEN ORDERED AND IS PENDING AND WILL FORWARD UPON RECEIPT.

SOCIAL SERVICES GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

- A) Medical Payments – Limit increased to \$20,000 and Extended Reporting Period 3 Years
- B) Supplementary Payments – Bail bonds increased to \$5,000 / Loss of Earnings increased to \$1,000 each day
- C) Legal Liability Extension – For fire, lightning, explosion, smoke, and leaks from sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised or videotaped publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Blanket Additional Insured - Funding sources
- M) Blanket Additional Insured - Managers or lessors of premises
- N) Blanket Additional Insured with Primary and Non-Contributory Wording– By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion

- V) Notice of Cancellation Provided By Us to Third Party
- W) Limited Rental Lease Agreement Contractual Liability
- X) HIPPA
- Y) Key & Lock Replacement – Janitorial Services Client Coverage
- Z) Damage to Property You Own, Rent or Occupy
- AA) Personal and Advertising Injury – Abuse of Process, Discrimination
- BB) Duties in the Event of Occurrence, Claim or Suite
- CC) Employee Criminal Defense Costs Only Coverage - \$25,000 limit of insurance – each "criminal proceeding"

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this coverage part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."
- 3) Exclusion of Coverage, at your option, does not apply to your "volunteer workers" or any person or organization under your direct supervision and control.

B) SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) LEGAL LIABILITY EXTENSION – FIRE, LIGHTNING, EXPLOSION, SMOKE, AND LEAKS FROM SPRINKLERS

1. The last paragraph of **Section I – Coverage A – 2. Exclusions**, is deleted and replaced by the following:
Exclusions **c.** through **n.** does not apply to:
 - a. damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
 - b. damage caused by a resident;

to premises 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 **Section III – Limits of Insurance**.

2. Paragraph **6.** of **Section III – Limits of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage":

- a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and
- b. caused by a resident;

to premises, rented to you or temporarily occupied by you with the permission of the owner.

Damage To Premises Rented To You Limit is the greater of:

- a. \$1,000,000 for damages due to fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

D) WHO IS AN INSURED

Paragraph **2.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

2. Each of the following is also an insured, but only while working within the scope of their duties related to the conduct of your business;

- a. "Employees",
- b. "Volunteer Workers";
- c. Independent Contractors

However, no "employees", "volunteer workers" or independent contractors 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), 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" or independent contractors while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" or independent contractors 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.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(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", independent contractors, any partner or member (if you are a partnership or joint venture),

or any member (if you are a limited liability company).

d. Medical directors and administrators, including professional persons;

e. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors;

f. If you are a limited liability company, your members are insureds, but only with respect to their duties related to the conduct of your business;

g. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;

h. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

i. Any State or Political Subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- j. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;
- k. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
- l. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
- m. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that

this insurance be primary or you request that it apply on a primary basis.

Paragraph 3.a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
 - (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period of this Coverage Part or the next anniversary of its inception date, whichever is earlier.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

- 1) As it relates to any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, "employee" or any other person.
- 2) Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "Occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED OR VIDEOTAPED PUBLICATION

- 1) The definition of "Personal and Advertising Injury" items 14. d., e., f. and g. are changed to read: "Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - d. Oral, written, televised, or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 - e. Oral, written, televised, or videotaped publication of material that violates a person's right of privacy;
 - f. Misappropriation of advertising ideas or style of doing business; or

- g. Infringement of copyright, title, or slogan.
- 2) Exclusions **b.** and **c.** of Coverage B., Personal and Advertising Injury Liability, are changed to read:
 - b. "Personal and advertising injury" arising out of oral, written, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - c. "Personal and advertising injury" arising out of oral, written, televised, or videotaped publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of "bodily injury" is changed to read:

"Bodily Injury" means:

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

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

J) EXTENDED "PROPERTY DAMAGE"

SECTION I – Coverages, Coverage A, 2. Exclusions, a. is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I – Coverages, Coverage A., 2. Exclusions, j. (2) is deleted and replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under **SECTION II – Who is an Insured**, the following is added:

Any person or organization with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under **SECTION II – Who is an Insured**, the following is added:

Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

N) BLANKET ADDITIONAL INSURED WITH PRIMARY AND NON-CONTRIBUTORY WORDING - BY CONTRACT, AGREEMENT OR PERMIT

1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:

- a) currently in effect or becoming effective during the term of this policy; and
- b) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2) This insurance provided to the additional insured by this endorsement applies as follows:

a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:

- (1) Premises you own, rent, lease, or occupy, or
- (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.

b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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

a) This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has

been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.

b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.

4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – Limits of Insurance, paragraph 2. is deleted and replaced by the following:

2. The most we will pay for all damages and medical expenses combined attributable to ongoing operations at any and all locations, regardless of the number of locations, insureds, claims made, "suits" brought, or persons or organizations making claims or bringing "suits" is a Maximum General Policy Aggregate Limit equal to \$10,000,000.

P) BLANKET SPECIAL EVENTS

This insurance applies to "Bodily Injury," "Property Damage," and "Personal and Advertising Injury" arising out of all special events hosted or operated by the named insured. However, this insurance does not apply to the following EXCLUDED EVENTS:

- a) Parades
- b) Aircraft
- c) Motorcycle runs and automobile rallies
- d) Fireworks
- e) Firearms
- f) Animals other than domesticated household pets
- g) Carnivals and fairs with mechanical rides
- h) Concerts
- i) Events including contact sports
- j) Rodeos

- k) Political rallies
- l) Any event lasting more than three (3) days (including otherwise acceptable events)
- m) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Separate coverage may be available at the company's discretion for the events excluded above. Possible additional charges may apply if coverage is provided.

Q) NON-OWNED WATERCRAFT

SECTION I – Coverages. 2. Exclusions, paragraph g.(2) is deleted and replaced by the following:

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

- (a) Less than 65 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.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) BLANKET WAIVER OF SUBROGATION

We will waive our rights of recovery to any person or organization with whom you are required by a written contract, written agreement, or permit that is:

- a) currently in effect or becoming effective during the term of this policy; and
- b) executed prior to the "bodily injury," "property damage," "personal and advertising injury.

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or

judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

1) The following is added to **Section I – Coverages – Coverage A**, paragraph 1. Insuring Agreement: "Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."

2) As it relates to coverage provided in paragraph **A.1.** of this endorsement, the following exclusions are added to **Section I – Coverages – Coverage A-2. Exclusions:**

This insurance does not apply to:

- a) Liability arising out of the willful or intentional violation of "Rights of Residents."
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of "residents."
- 3) As it relates to the violation of "Rights of Residents" Coverage, the following definition is added to **Section V – Definitions:**

"Rights of residents" means:

- a. Any right granted to a resident under any state law regulating your business as a health care facility.
- b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS

SECTION I – Coverages, Coverage A., 2. Exclusions, c. is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any special

events that are hosted or operated by the named insured.

V. NOTICE OF CANCELLATION PROVIDED BY US TO THIRD PARTY

If this policy is cancelled by us we will send notice to the Named Insured and any party listed on file. We must be provided with each party's name, address and number of days' notice.

We will provide the number of days' notice shown on file for any statutorily permitted reason other than non-payment of premium.

W. LIMITED RENTAL LEASE AGREEMENT CONTRACTUAL LIABILITY SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

X. HIPPA SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. The following, when used on this coverage, are defined as follows:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

Y. Key and Lock Replacement – Janitorial Services Client Coverage SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

- (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
- (2) Any natural person who is furnished temporarily to you:
- (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
- while that person is subject to your direction and control and performing services for you.
- (3) "Employee" does not mean:
- (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
 - (c) "Manager" means a person serving in a directorial capacity for a limited liability company.

Z. Damage to Property You Own, Rent or Occupy LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (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, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

AA. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:

- (1) Any insured; or
- (2) Any executive officer, director, stockholder, partner or member of the insured;

- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

BB. Duties in the Event of Occurrence, Claim or Suit SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

- a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

CC. EMPLOYEE CRIMINAL DEFENSE COSTS ONLY COVERAGE

1. The following provision is added to the Policy:

Employee Criminal Defense Costs Only Coverage

We will pay, on your behalf, for "defense costs" incurred by your "employee" in a "criminal proceeding". We will have the right, but not the duty to defend your "employee" in such "criminal proceeding".

2. The most we will pay for any one "criminal proceeding" is \$25,000, regardless of the number of "employees" involved in such "criminal proceeding". The payment of "defense costs" under this Employee Criminal Defense Costs Only Coverage is in addition to and does not reduce the Limits of Insurance shown on the Declarations. However, the payment of "defense costs" under this Employee Criminal Defense Costs Only Coverage is included within and shall reduce the \$25,000 each "criminal proceeding" Limit shown in Item V) of the Schedule above and we will not pay for any further "defense costs" for a "criminal proceeding" after the \$25,000 limit has been exhausted.

3. The following additional Exclusions apply to this Employee Criminal Defense Costs Only Coverage:

This insurance does not apply to:

a. Coverage Provided Under Coverages A or B

Any "defense costs" for which coverage is provided under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY of this policy.

b. Damages, Fines or Penalties

Any damages or penalties.

4. The following additional Definitions apply to this Employee Criminal Defense Costs Only Coverage:

a. "Criminal proceeding" means:

The prosecution of any of your "employees" commenced by the filing, with a court, or other regulatory enforcement agency, of an information, a complaint, or an indictment, and any amendments thereto, alleging that your "employee" had, during the policy period, committed one or more crimes involving one or more incidents, acts, or events. Such incidents, acts or events must arise within the scope of your "employee's" employment by you or occur while your "employee" is performing duties related to the conduct of your business.

Any "criminal proceeding" shall be considered a single "criminal proceeding", notwithstanding the fact that the prosecution or investigation may involve multiple incidents, multiple counts or charges, and/or multiple trial and/or appellate proceedings. A subsequent or different prosecution or investigation based on the same incidents, acts, or events that provided the basis for the original prosecution or investigation shall not constitute a separate "criminal proceeding".

b. "Defense costs" means

- (1)** Reasonable attorney fees (including fees for the services of paralegals, law clerks and/or investigators working under the direction of said attorney); and
 - (2)** Reasonable and necessary costs, excluding loss of income.
5. Under no circumstances will "defense costs" payable under this Employee Criminal Defense Costs Only Coverage be payable as Supplementary Payments under Coverages A or B.

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR ORGANIZATIONS
NAMED AS ADDITIONAL INSUREDS - ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to the performance of your ongoing operations for the additional insureds:

This insurance is primary over any similar insurance available to any individual or entity we have added to this policy as an additional insured. However, this insurance is excess over the other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 2

POLICY NUMBER C3GP301484	POLICY CHANGES EFFECTIVE 07/01/2023	COMPANY AmGUARD Insurance Company
NAMED INSURED Pristine Rehab Care, LLC 706 N. Diamond Bar Blvd;, Suite B Diamond Bar, CA 91765		AUTHORIZED REPRESENTATIVE Knauf Maxwell Insurance Services - Los Angeles 2900 W Broadway Los Angeles, CA 90041
COVERAGE PARTS AFFECTED		
<p style="text-align: center;">CHANGES</p> <p>It is understood and agreed that the policy is amended as follows:</p> <p>The following line of business has been amended: Line of Business: Umbrella</p> <p>The following coverages are added: Employers Liability Information</p> <p>The following forms are added: CU 98 06 (02-19) Employers' Liability Coverage Endorsement</p> <p>All other terms and conditions remain unchanged.</p>		

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY COVERAGE ENDORSEMENT

IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

- I. Solely with respect to the Insured's Employer's Liability, **Section I. – Coverages**, Coverage **A.** and Coverage **B.** are deleted in their entirety and replaced by the following:
- A.** We will pay on behalf of the Insured those sums in excess of the Retained Limit that the Insured becomes legally obligated to pay by reason of liability imposed by law because of "bodily injury" by accident or by disease caused by an "occurrence," including resulting death, of your employee. The amount we will pay for damages is limited as described in **Section III - Limits of Insurance**.
- B.** This policy applies, only if all of the following conditions are met:
1. The "bodily injury" by accident or by disease must arise out of and in the course of the injured employee's employment by you;
 2. The "bodily injury" by accident must occur during the "Policy Period";
 3. The "bodily injury" by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the "policy period"; and
 4. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.
- C.** The amount we will pay for damages covered under this endorsement, where recovery is permitted by law, include damages:
1. For which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
 2. For care and loss of services;
 3. For consequential "bodily injury" of a spouse, child, parent, brother or sister of the injured employee;
provided that the damages listed in **C.1.**, **C.2.** and **C.3.** above are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by you; and
 4. Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.
- II. The following is added to the Subparagraph **2.** of the **Exclusions** in Coverage **A.**, and Coverage **B.**, **Section I:**
- Various Employer's Liability**
This insurance does not apply to:
- a. "Property damage," "personal injury" or "advertising injury";
 - b. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
 - c. Punitive or exemplary damages because of "bodily injury" to an employee employed in violation of law;
 - d. "Bodily injury" to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
 - e. "Bodily injury" intentionally caused or aggravated by you;
 - f. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
 - g. "Bodily injury" to any person in work subject of the Federal Employers' Liability Act (45 USC

Commercial Liability Umbrella – Employers' Liability Coverage Endorsement

Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;

- h. "Bodily injury" to a master or member of the crew of any vessel;
- i. Fines or penalties imposed for violation of federal or state law;
- j. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violations of those laws or regulations issued thereunder, and any amendments to those laws; and
- k. Any liability arising out of "bodily injury" to an employee in the course of employment, where the obligation of any insurer or self-insurance mechanism providing employer's liability coverage for the Insured is by law unlimited.

III. Exclusion d. of Coverage A. in Section I – Coverages is deleted in its entirety and replaced by the following:

This insurance does not apply to "bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

All other terms and conditions of this policy remain unchanged.



COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

AmGUARD Insurance Company 39 Public Square P.O. Box AH Wilkes Barre, PA 18703-0020	Care Providers Insurance Services, LLC dba NSM Insurance Group 555 E. North Lane Suite 6060 Conshohocken, PA 19428
NAMED INSURED: Pristine Rehab Care, LLC	
MAILING ADDRESS: 706 N. Diamond Bar Blvd;, Suite B Diamond Bar, CA 91765	
POLICY PERIOD: FROM <u>09/27/2022</u> TO <u>09/27/2023</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	<u>\$4,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$4,000,000</u> Any one person or organization
AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to "covered autos")	\$4,000,000
OTHER:	
Abuse or Molestation Sublimit Each Act:	\$1,000,000
Abuse or Molestation Sublimit Aggregate:	\$1,000,000

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> LIMITED LIABILITY COMPANY	
<input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)	
BUSINESS DESCRIPTION: _____	

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
	PER SCHEDULE ON FILE WITH COMPANY

PREMIUM			
Subject Premium of Employers Liability Coverage	Included	x Umbrella Factor	Included
Subject Premium of Comm. Gen. Liab. Coverage	Included	x Umbrella Factor	Included
Subject Premium of Commercial Auto Coverage	Included	x Umbrella Factor	Included
Subject Premium of Professional Liability Coverage	Included	x Umbrella Factor	Included
Subject Premium of Employee Benefits Liability Coverage		x Umbrella Factor	
Subject Premium of Abuse and Molestation Coverage	Included	x Umbrella Factor	Included
Subject Premium of Other Coverages		x Umbrella Factor	
Other Premium	Included	x Umbrella Factor	Included
Terrorism - Certified Acts			
	Sub-total Premium		<u>\$7,307.00</u>
	STATE TAX OR OTHER (if applicable)		<u>\$0.00</u>
	TOTAL PREMIUM (SUBJECT TO AUDIT)		<u>\$7,307.00</u>
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION		_____
	AT EACH ANNIVERSARY		_____
	(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY
			<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

RETAINED LIMIT

1. SELF-INSURED RETENTION

\$10,000

2. SCHEDULE OF UNDERLYING INSURANCE

Employers' Liability

Company: Church Mutual Insurance

Policy Number: 0429040-07-600822

Policy Period: 07/01/23 - 07/01/24

Minimum Applicable Limits

Bodily injury by accident	\$1,000,000	Each Accident
Bodily injury by disease	\$1,000,000	Each Employee
Bodily injury by disease	\$1,000,000	Policy Limit
	or	Each
		Accident/Occurrence

Commercial General Liability

Occurrence Claims-Made

Company: AmGUARD Insurance Company

Policy Number: C1GP303433

Policy Period: 09/27/22 - 09/27/23

Minimum Applicable Limits

General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$3,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Commercial Auto Liability (Other Than Auto Dealers Liability)

Company: AmGUARD Insurance Company

Policy Number: C2GP302512

Policy Period: 09/27/22 - 09/27/23

Minimum Applicable Limits

Each Accident	\$1,000,000
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Auto Dealers Liability

Company:

Policy Number:

Policy Period:

Minimum Applicable Limits

Covered Auto Liability	Each Accident
General Liability Bodily Injury And Property Damage Liability	Each Accident
Personal And Advertising Injury	Any One Person or Organization
General Liability Aggregate	
Products And Work You Performed Aggregate	

Other Coverages	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
<p>Company:</p> <p>Policy Number:</p> <p>Policy Period:</p> <p>Minimum Applicable Limits</p>		
<p>Professional Liability Coverage - See Schedule</p> <p>Abuse and Molestation Coverage - See Schedule</p>		

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

THESE DECLARATIONS, TOGETHER WITH THE ATTACHED AUTHORIZATION AND ATTESTATION ENDORSEMENT, SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS THAT WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER C3GP301484	EFFECTIVE DATE 09/27/2022
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<u>COVERAGE</u>	<u>LIMITS</u>	<u>COMPANY/ POLICY NUMBER POLICY PERIOD</u>
PROFESSIONAL LIABILITY		
Each Occurrence	\$1,000,000	AmGUARD Insurance Company
General Aggregate	\$3,000,000	C1GP303433 09/27/22 - 09/27/23
ABUSE AND MOLESTATION LIABILITY		
Each Occurrence	\$1,000,000	AmGUARD Insurance Company
General Aggregate	\$3,000,000	C1GP303433 09/27/22 - 09/27/23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY COVERAGE ENDORSEMENT

IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

- I. Solely with respect to the Insured's Employer's Liability, **Section I. – Coverages**, Coverage **A.** and Coverage **B.** are deleted in their entirety and replaced by the following:
 - A. We will pay on behalf of the Insured those sums in excess of the Retained Limit that the Insured becomes legally obligated to pay by reason of liability imposed by law because of "bodily injury" by accident or by disease caused by an "occurrence," including resulting death, of your employee. The amount we will pay for damages is limited as described in **Section III - Limits of Insurance**.
 - B. This policy applies, only if all of the following conditions are met:
 1. The "bodily injury" by accident or by disease must arise out of and in the course of the injured employee's employment by you;
 2. The "bodily injury" by accident must occur during the "Policy Period";
 3. The "bodily injury" by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the "policy period"; and
 4. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.
 - C. The amount we will pay for damages covered under this endorsement, where recovery is permitted by law, include damages:
 1. For which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
 2. For care and loss of services;
 3. For consequential "bodily injury" of a spouse, child, parent, brother or sister of the injured employee;
provided that the damages listed in **C.1.**, **C.2.** and **C.3.** above are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by you; and
 4. Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.
- II. The following is added to the Subparagraph **2.** of the **Exclusions** in Coverage **A.**, and Coverage **B.**, **Section I:**

Various Employer's Liability

This insurance does not apply to:

 - a. "Property damage," "personal injury" or "advertising injury";
 - b. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
 - c. Punitive or exemplary damages because of "bodily injury" to an employee employed in violation of law;
 - d. "Bodily injury" to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
 - e. "Bodily injury" intentionally caused or aggravated by you;
 - f. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
 - g. "Bodily injury" to any person in work subject of the Federal Employers' Liability Act (45 USC

Commercial Liability Umbrella – Employers' Liability Coverage Endorsement

Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;

- h. "Bodily injury" to a master or member of the crew of any vessel;
- i. Fines or penalties imposed for violation of federal or state law;
- j. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violations of those laws or regulations issued thereunder, and any amendments to those laws; and
- k. Any liability arising out of "bodily injury" to an employee in the course of employment, where the obligation of any insurer or self-insurance mechanism providing employer's liability coverage for the Insured is by law unlimited.

III. Exclusion d. of Coverage A. in Section I – Coverages is deleted in its entirety and replaced by the following:

This insurance does not apply to "bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

All other terms and conditions of this policy remain unchanged.