



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2024

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

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

<b>PRODUCER</b> Acrisure Partners West Coast Insurance Services, LLC 1950 W Corporate Way #1 Anaheim CA 92801  License#: 6009644 ANOVINC-01	<b>CONTACT NAME:</b> Jessica Depriest <b>PHONE (A/C, No, Ext):</b> 707-308-2637 <b>E-MAIL ADDRESS:</b> WestCerts@Acrisure.com	<b>FAX (A/C, No):</b> 707-546-2915	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> ANOVA, Inc. 475 Aviation Blvd., #201 Santa Rosa CA 95403	<b>INSURER A:</b> GuideOne America Insurance Company		42331
	<b>INSURER B:</b> Republic Indemnity Company of California		43753
	<b>INSURER C:</b> Travelers Casualty and Surety Company of America		31194
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 2137696099

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	010048878	8/1/2024	8/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		010048879	8/1/2024	8/1/2025	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,500			010048880	8/1/2024	8/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	25104809	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							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			010048878	8/1/2024	8/1/2025	Aggregate 3,000,000	Per Occ 1,000,000
A	Sexual Misconduct Liability			010048878	8/1/2024	8/1/2025	Aggregate 3,000,000	Per Occ 1,000,000
C	D&O			108103248	8/1/2024	8/1/2025	Per Occurrence/Agg.	1,000,000

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

\*\*This certificate supersedes previously issued certificate\*\*

RE: All California Operations of the Named Insured Mt. Diablo Unified School District its officers, officials, agents, employees and volunteers are included as Additional Insured with respects to General Liability per attached forms including Primary and Non-Contributory wording.

**CERTIFICATE HOLDER****CANCELLATION**

Mt. Diablo Unified School District  
 1936 Carlotta Drive  
 Concord CA 94519  
 USA

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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# GuideVantage<sup>sm</sup> Auto Enhancement

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. This summary identifies the maximum amount of coverage for each coverage extension shown below. For complete details on coverage, refer to the actual provisions of this endorsement and the entire policy.

Liability Coverage Extensions		Included or Limit of Insurance
<b>A.</b>	Who Is An Insured-Broadened Additional Insured by Contract or Agreement Board Members Newly Acquired Entities Employees as Insureds Lessor of Leased Autos	Included Included Included Included Included
<b>B.</b>	Supplementary Payments Coverage Extensions Bail Bonds Loss of Earnings	\$5,000 \$500 per day
<b>C.</b>	Fellow Employee Coverage	Included
Physical Damage Coverage Extensions		Included or Limit of Insurance
<b>A.</b>	Towing	\$100 per disablement
<b>B.</b>	Glass Repair – No Deductible	Included
<b>C.</b>	Transportation Expenses	\$100 per day/\$2,000 maximum
<b>D.</b>	Hired Auto Physical Damage-Loss of Use	\$100 per day/\$1,000 maximum
<b>E.</b>	Rental Reimbursement	\$100 per day for 30 days
<b>F.</b>	Personal Effects Coverage	\$500
<b>G.</b>	Hired Auto Physical Damage	ACV/Cost to Repair or Replace/\$50,000
<b>H.</b>	Safety Equipment Coverage	\$500
<b>I.</b>	Vehicle Return Coverage	\$500
<b>J.</b>	Lock Recalibration	\$1,000
<b>K.</b>	Auto Loan / Lease Gap	Included
<b>L.</b>	Accidental Airbag Discharge	Included
<b>M.</b>	Electronic Equipment – Broadened Coverage	\$1,000
<b>N.</b>	Original Equipment Manufacturer (OEM) Parts Replacement	Included
<b>O.</b>	Physical Damage Deductible With Vehicle Tracking System Exception	Included
Business Auto Conditions		Included
<b>A.</b>	Blanket Waiver of Subrogation	Included
<b>B.</b>	Two Or More Coverage Forms Or Policies Issued By Us	Included

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage apply, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

## **LIABILITY COVERAGE EXTENSIONS**

### **A. WHO IS AN INSURED – BROADENED**

Paragraph **A.1.c.** of Section **II – Covered Autos Liability Coverage** is replaced by the following:

**c.** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. In addition:

- (1)** Any person or organization is included as an additional "insured" when you have agreed in a written contract or agreement to include such person or organization as an additional "insured".
- (2)** Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured** of Section **II – Covered Autos Liability Coverage**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The following are added to Paragraph **A.1. Who Is An Insured** of Section **II – Covered Autos Liability Coverage**:

#### **d. Board Members**

When any symbol is indicated in the Declarations for Liability Coverage, board members (or their spouses) while renting an "auto" while conducting business for the insured.

#### **e. Newly Acquired Entities**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

- (1)** This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
- (2)** Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
- (3)** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **f. Employees as Insureds**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### **g. Lessor of Leased Autos**

The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the covered acts or omissions by:

- (1) You;
- (2) Any of your "employees" or agents; or
- (3) Any person, except the lessor or any "employee" or agent of the lessor, while operating a "leased auto" with the permission of any of the above.

Any "leased auto" identified in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement applies to any "leased auto" identified in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

For the purposes of this coverage endorsement, "leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a written leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

## **B. SUPPLEMENTARY PAYMENTS COVERAGE EXTENSIONS**

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** of Section **II** – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## **C. FELLOW EMPLOYEE COVERAGE**

Paragraph **B.5.** Fellow Employee exclusion of Section **II** – Covered Autos Liability Coverage does not apply.

## **PHYSICAL DAMAGE COVERAGE EXTENSIONS**

### **A. TOWING**

Paragraph **A.2.** Towing of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this coverage.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

### **B. GLASS REPAIR**

The following is added to Paragraph **A.3.** Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles of Section **III** – Physical Damage Coverage:

No deductible applies to a "loss" for glass used in the windshield or windows if such glass is repaired rather than replaced.

## C. TRANSPORTATION EXPENSES

Paragraph **A.4.a.** Transportation Expenses of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to \$100 per day, subject to a maximum limit of \$2,000, for temporary transportation expenses incurred by you because of the total theft of a covered "auto." We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

## D. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE

The Limit of Insurance in Paragraph **A.4.b.** Loss of Use Expenses of Section **III** – Physical Damage Coverage is increased to \$100 per day to a maximum of \$1,000.

## E. RENTAL REIMBURSEMENT

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

- c. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto", subject to the following provisions:
  - (1) Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".
  - (2) No deductible applies to this coverage.
  - (3) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
    - (a) The number of days when the covered "auto" has been repaired or replaced; or
    - (b) 30 days.
  - (4) Our payment is limited to the lesser of the following amounts:
    - (a) Necessary and actual expenses incurred.
    - (b) The maximum rental expenses indicated below:
      - (i) \$100 for any one day; or
      - (ii) \$3,000 because of "loss" to any one covered "auto".
  - (5) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

## F. PERSONAL EFFECTS COVERAGE

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

**d.** We will pay up to \$500 per person for theft of personal effects which are:

- (1)** Owned by an "insured"; and
- (2)** In or on your covered "auto".

This coverage applies only in the event of the total theft of your covered "auto". No deductible applies to this coverage. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

## G. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

**e.** If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

- (1)** The most we will pay in any one "loss" is the lesser of:
  - (a)** The actual cash value of the "auto";
  - (b)** The cost to repair or replace the "auto"; or
  - (c)** \$50,000.
- (2)** Paragraph **(1)** above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible applicable for that coverage to any owned "auto".

No deductible will apply to "loss" caused by fire or lightning.

- (3)** Hired Auto Physical Damage Coverage is subject to the following:
  - (a)** If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.
  - (b)** Other than indicated in Paragraph **(a)** directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

## H. SAFETY EQUIPMENT COVERAGE

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

**f.** We will pay up to \$500 per "loss" toward the replacement or recharging of any of the following safety equipment that is stolen, discharged, or destroyed while secured on or in your covered "auto."

- (1)** First aid kits;
- (2)** Fire extinguishers;

- (3) Flashlights;
- (4) Flares;
- (5) Portable reflectors; and
- (6) Child safety seats.

Payment under this coverage will be considered primary with respect to other available insurance coverage. We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

## **I. VEHICLE RETURN COVERAGE**

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

- g.** In addition to the reasonable expenses incurred to protect your covered "auto" from further damage, we will pay up to \$500 toward the cost of returning your covered "auto" to the location where it is usually garaged; if
  - (1) The "auto" has been stolen and is recovered more than 50 miles from the location where it is usually garaged; or
  - (2) The "auto" is disabled through physical damage, other than collision, more than 50 miles from the location where it is usually garaged.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. In addition, if symbol 2 or symbol 7 is entered next to the Physical Damage Collision coverage on the Declarations, then this coverage will apply to your covered "auto" that is disabled by collision more than 50 miles from where it is usually garaged.

## **J. LOCK RECALIBRATION**

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

- h.** We will pay up to \$1,000 for the recalibration of all professionally installed ignitions or locks in your "autos" that you undertake due to an act of theft, attempted theft or vandalism. This coverage will only apply if the recalibration is done within 10 days of discovery of such act of theft, attempted theft or vandalism.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

## **K. AUTO LOAN/LEASE GAP COVERAGE**

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

- i.** In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
  - (1) The amount paid under the Physical Damage Coverage; and
  - (2) Any:
    - (a) Overdue lease or loan payments at the time of the "loss";

- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; or
- (e) Carry-over balances from previous loans or leases.

We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

#### **L. ACCIDENTAL AIRBAG DISCHARGE**

Paragraph **B.3.a.** of Section **III** – Physical Damage Coverage is replaced by the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

However, this exclusion does not apply to accidental discharge of an airbag. This coverage is excess over any other collectible insurance or warranty providing such airbag coverage. We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

#### **M. ELECTRONIC EQUIPMENT – BROADENED COVERAGE**

Paragraph **B.4.c.** of Section **III** – Physical Damage Coverage is replaced by the following:

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

This exclusion does not apply to any global positioning system, navigation system or telematics unit. The most we will pay for all "loss" to any global positioning system, navigation system or telematics unit as a result of any one "accident" is the lessor of:

- (1) The actual cash value of the damaged or stolen property at the time of the "loss";
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (3) \$1,000.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage

#### **N. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS REPLACEMENT**

The following is added to Paragraph **C.1.** of Section **III** – Physical Damage Coverage:

However, if the covered "auto" has less than 20,000 miles on its odometer, we will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new original equipment manufacturer (OEM) replacement parts, but only if the damaged parts cannot be repaired.

#### **O. PHYSICAL DAMAGE DEDUCTIBLE WITH VEHICLE TRACKING SYSTEMS EXCEPTION**

Paragraph **D.** Deductible of Section **III** – Physical Damage Coverage is replaced by the following:



## **D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations:

1. Does not apply to "loss" caused by fire or lightning; and
2. Will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a radio frequency tracking device and that device was the method of recovery of the vehicle.

## **BUSINESS AUTO CONDITIONS**

### **A. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **A.5.** Transfer of Rights of Recovery Against Other To Us of Section **IV** – Business Auto Conditions:

However, we waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

- a. Such written contract or agreement was:
  - (1) Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and
  - (2) Was in effect at the time of the covered "bodily injury" or "property damage".
- b. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.
- c. At our request you must provide us with a copy of the aforementioned written contract or agreement.

### **B. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

The following is added to Paragraph **B.8.** of Section **IV** – Business Auto Conditions:

If a "loss" covered under this Coverage Part also involves a "loss" to another property from the same "accident", which is covered under a Commercial Property Coverage Part or Inland Marine Coverage Part issued by us or any other member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

# NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT

**THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended as follows:

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:
  - 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.
2. Paragraph **(2)** under Exclusion **g. Aircraft, Auto or Watercraft** is deleted and replaced with:
  - (2)** A watercraft that you do not own that is 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 any insured whether primary, excess, or contingent.
3. Paragraph **(1)** under Exclusion **j. Damage To Property** is deleted and replaced with:
  - (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", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit. Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit. As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.
4. The following is added to Paragraph **(2)** under Exclusion **b. Contractual Liability**:

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 per "occurrence". This limit of insurance is the only limit of insurance for your liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your "client" whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any liability insurance available to the "client", including but not limited to renter's insurance of the "client".

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

5. The following is added to Exclusion **n. Recall Of Products, Work Or Impaired Property**:

This exclusion does not apply to the reimbursement of "product recall expenses" as provided under Paragraph 3. of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**.

6. The last Paragraph of Subsection **2. Exclusions** is deleted and replaced with:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits of Insurance.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended as follows:

1. The following is added to Exclusion **j. Insureds In Media And Internet Type Businesses**:

This exclusion does not apply to publishing, broadcasting or telecasting that is incidental to your business.

**C. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** is amended as follows:

1. Subsection **1. Insuring Agreement**, Paragraph **a.(3)(b)** is deleted and replaced with:

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

2. Subsection **2. Exclusions**, is amended as follows:

**a.** Exclusion **a. Any Insured** is deleted and replaced with:

**a. Any Insured**

To any insured, except "volunteer workers" or an insured as provided in **e. Athletic Activities** below.

**b.** Exclusion **e. Athletics Activities** is deleted and replaced with:

**e. Athletics Activities**

To a person injured while practicing or participating in any physical exercises or games, sports or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any of the activities otherwise excluded by this provision.

**c.** Exclusion **f. Products-Completed Operations Hazard** is deleted and replaced with:

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "bodily injury" arising out of "your products":

**(1)** Sold for use or consumption on your premises; or

**(2)** In connection with the conduct of your operations by you or on your behalf, if the "bodily injury" occurs after you have relinquished possession of "your products".

This exclusion exception does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**D. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

1. **1. b.** is deleted and replaced with:

**b.** Up to \$5,000 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.

2. **1. d.** is deleted and replaced with:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

3. **1. h.** is added:

**h.** Up to \$1,000 for "property damage" to personal property of others while in the temporary care, custody or control of an insured and caused by any person participating in your organized activities. For purposes of this supplementary payment, "property damage" does not include disappearance, wrongful abstraction or loss of use. This Supplementary Payment shall only be paid on or for the account of the owner and only when other coverage or insurance is unavailable.

4. **1. i.** is added:

**i.** The cost to replace keys and locks at the "client's" premises due to 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 anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons. The following terms, when used in this Supplementary Payment, are defined as follows:

**(1)** "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.

**(2)** "Employee" means:

**(a)** Any natural person:

**(i)** While in your service or for 30 days after termination of service;

**(ii)** Who you compensate directly by salary, wages or commissions; and

**(iii)** Who you have the right to direct and control while performing services for you; or

**(b)** Any natural person who is furnished temporarily to you:

**(i)** To substitute for a permanent "employee" as defined in Paragraph **(a)** above, who is on leave; or

**(ii)** To meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you.

"Employee" does not mean:

**(c)** 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

**(d)** Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

(3) "Manager" means a person serving in a directorial capacity for a limited liability company.

5. Paragraph 3. is added.

3. We will reimburse you for "product recall expenses" that you incur because of a "product recall" of "your product" that is first initiated during the policy period stated in the Declarations. The most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recalls" initiated during the policy period is \$50,000.

A complete accounting of "product recall expenses" must be provided upon our request, including receipts for all expenses that you incur. We will reimburse "product recall expenses" only if the expenses are incurred and reported to us within one year of the date the "product recall" was initiated.

Our obligation under this additional supplementary payment shall only apply if the "product recall expenses" are initiated in the "coverage territory" during the policy period because:

- a. You determine that the "product recall" is necessary; or
- b. An authorized government entity has ordered you to conduct a "product recall".

However, this additional supplementary payment does not apply to "product recall expenses" arising out of the product expiration or shelf life, a defect known by you prior to the time "your product" leaves your control or possession, or the defense of a claim or "suit" against you for liability arising out of a "product recall".

This payment will not reduce the limits of insurance.

## E. Additional Exclusions

The following exclusions are added to Subsection 2. Exclusions under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING**

**INJURY LIABILITY** and Subsection 2. Exclusions under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

This insurance does not apply to:

### 1. Special Events Or Fundraising Events

"Bodily injury", "property damage" or "personal or advertising injury" arising directly or indirectly out of fundraising events or activities or "special events" or activities:

- a. Authorized and conducted by any insured;
- b. Authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.
- c. Not authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

We have no obligation to defend, pay on behalf of, indemnify or incur any cost or expenses for any insured or any other person or organization seeking coverage under this insurance for that portion of any claim arising out of any fundraising event or activity or "special event" or activity.

This exclusion does not apply to any fundraising event or activity or "special event" or activity for which coverage is provided by an attached endorsement.

### 2. Medical Or Healthcare Services

Any claim or "suit" arising out of the rendering of or failure to render "medical or healthcare services".

### **3. Medically Derived Injury**

Any claim or "suit" arising out of a "medically derived injury"

### **4. Violation Of Any Statute Or Regulation**

Any liability arising out of the willful or intentional violation of any statute or regulation including but not limited to the fines and penalties assessed by a court or regulatory authority.

### **5. Misconduct, Molestation Or Harassment**

Any "bodily injury", "personal and advertising injury", mental or emotional pain or anguish, or any defamation or slander, sustained by any person arising out of or resulting from any actual or alleged act of "abuse", "sexual misconduct or sexual molestation" or "sexual harassment" of any kind. We have no right or duty to investigate, settle, defend or pay any claim or "suit" asserting any act of "abuse", "sexual misconduct or sexual molestation", "sexual harassment" or any breach of duty contributing to or arising from such act.

### **6. Professional Services**

Any liability arising out of any act or omission in the providing of or failure to provide "professional services".

### **7. Statutory Enforcement**

Any liability or responsibility to meet the requirements or standards of care enforced by any department of human services, department of elder care or similar regulatory body, regardless of the law or statutory basis of such enforcement.

### **8. Guaranteeing Results**

Including but not limited to any contract or agreement guaranteeing the results of any "professional services" or any type or form of counseling or any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, or any other similar treatment.

### **9. Abuse**

Any claim or "suit" arising out of "abuse".

## **F. SECTION II – WHO IS AN INSURED is amended as follows:**

### **1. Paragraph 3. is amended as follows:**

#### **a. Paragraph 3.a. is replaced with:**

- a.** Coverage under this provision is afforded only until the end of the policy period during which you acquired or formed the organization.

#### **b. Paragraph 3.d. is added:**

- d.** Coverage under this provision is afforded only when the newly acquired or formed organization operates or conducts the same or similar business as you.

### **2. The following is also an insured:**

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage whether through ownership of voting securities, by contract, or otherwise, on the effective date of this policy. However, coverage does not apply to any organization or subsidiary not named in the Declarations as a Named Insured, if they are also insured under another similar policy, or would have been insured but for such policy's termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional insured when you have agreed, in a written contract, that such person or organization be added as an additional insured on your policy, provided the written contract is initiated prior to an "occurrence" resulting in damages:

**a. Engineers, Architects Or Surveyors**

Any architect, engineer or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

However, the insurance provided to such additional insured engineers, architects, or surveyors does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**b. Owners Of Leased Land**

Any person or organization from whom you lease land but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

However, the insurance afforded to these additional insured owners of leased land does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

**c. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but 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.

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

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**d. Contractual Obligations**

Any person or organization where required by a written contract executed prior to the "occurrence". Such person or organization is an additional insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

**e. Manager Or Lessor Of Premises**

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

This insurance does not apply to:

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

**f. Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds:

- (1) A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and
- (2) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**g. Vendors**

Any person or organization 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 .

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 reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (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 other thing or substance by or for the vendor; or



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

**(a)** The exceptions contained in Subparagraphs **(4)** or **(6)**; or

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

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.

#### **h. Funding Source**

Any person or organization 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 those premises. This insurance does not apply to:

**(a)** Any "occurrence" or offense which takes place after you cease to lease or occupy those premises; or

**(b)** Structural alterations, new construction and demolition operations performed by or for that person or organization.

#### **i. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision but only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization 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;

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

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

However,

**(1)** A person or organization is an additional insured under this provision only for that period of time required by the written contract;

**(2)** No such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and attached to the Commercial General Liability Coverage Form;

**(3)** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**(4)** 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.

**j. Medical Directors and Administrators**

Your medical directors and administrators but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish “professional services” or “medical or healthcare services” as a physician or psychiatrist in the treatment of a patient.

**k. Home Care Providers**

At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled. Such duties do not include the furnishing or failure to furnish “professional services” or “medical or healthcare services” in the treatment of a patient.

4. With respect to the insurance afforded to these additional insureds, identified in Paragraph **F.3.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the lesser of:

- a. The limit of insurance required by the contract or agreement; or
- b. The amount of coverage available under the applicable Limits of Insurance shown in the Declarations;

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

**G. SECTION III - LIMITS OF INSURANCE** is amended as follows:

1. Paragraph **1.** is deleted and replaced with:

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or “suits” brought;
  - c. Persons or organizations making claims or bringing “suits” or
  - d. Policies involved.

2. Paragraph **6.** is deleted and replaced with:

- 6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to or temporarily occupied by you with permission of the owner, is the higher of \$1,000,000 or the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

However, if damage by fire to premises rented to you is not otherwise excluded, the word fire in the above paragraph is replaced with fire, lightning, explosion, smoke or sprinkler leakage.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. If two or more policies or Coverages issued by us apply to the same insured and these policies or Coverages also apply to the same claim or “suit” the maximum amount we will pay as damages under all of the policies or Coverages will not exceed the highest applicable Limit of Insurance that applies to any one of the policies or Coverages.

This condition does not apply to any insurance that was purchased specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

**H. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, Subsection **(1)(a)(ii)** is replaced with the following if damage to premises rented to you is not otherwise excluded:
  - ii. That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.
2. Subsection **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

However, the insured may waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.
3. The following condition is added:

**10. Liberalization**

If we revise this NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. The following condition is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) This insurance is required by a written and executed contract to be primary and not to seek contribution from any other insurance available to the additional insured, but only as it pertains to such written contract; and
- (3) The loss to be covered occurs on or after the effective date of the written contract.

**I. SECTION V – DEFINITIONS** is amended as follows:

1. Subsection **3. "Bodily injury"** is deleted and replaced with the following:
  3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death of a person resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.
2. Subsection **4. "Coverage territory"** is deleted and replaced by the following:
  4. "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including its territories and possessions), Puerto Rico or Canada, unless further restricted by endorsement.
3. Paragraph **9. "Insured Contract"** subsection **a.** is replaced by the following:
  - a. 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 sprinkler leakage to premises while retained to you or temporarily occupied by you with permission of the owners is not an "insured contract".

**4. Paragraph 14. "Personal and Advertising Injury" is amended as follows:**

**a.** Subsection **b.** is deleted and replaced with the following:

**b.** Malicious prosecution or abuse of process;

**b.** Subsection **h.** is added.

**h.** "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

**(1)** Done intentionally by or at the direction of, or with the knowledge or consent of:

**(a)** Any insured; or

**(b)** Any executive officer, director, stockholder, partner or member of the insured; or

**(2)** Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or

**(3)** 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

**(4)** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

**5. For the purpose of this endorsement, the following definitions are added to Section V:**

**a.** "Abuse" means any actual, threatened, or alleged act, error, omission, conduct or misconduct that a claim or "suit" alleges:

**(1)** To be, or to constitute, any form of "abuse" (including but not limited to elder "abuse", child "abuse", patient "abuse" or "abuse" of a dependent person) under any applicable state or federal statute; and

**(2)** Any non-sexual assault, non-sexual battery, or non-sexual "abuse" directed at a person; and

Conduct or misconduct described above constitutes "abuse" regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

However, "abuse" does not include employment-related "sexual harassment".

**b.** "Foster care services" means the provisions of personal care or training to a "foster child" including but is not limited to activities of any insured or of any "temporary worker", licensee, subcontractor, independent contractor, vendor or others in investigation, evaluation, counseling, treatment, training, material aid, supervision or monitoring of individuals or families, with respect to placement of a "foster child" as required by any Federal, State, or local code, regulation or ordinance.

**c.** "Foster child" means a child whose care and upbringing are entrusted to an adult other than the child's natural or adoptive parents.

**d.** "Medical or healthcare services" means any type of treatment or services provided for physical, mental, veterinary or dental care, including but not limited to:

**(1)** Any type or form of psychiatric counseling;

- (2)** Any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, hospice, veterinary or any other similar treatment; or
  - (3)** The operation of a hospital, clinic open to the general public, or other medical facility or laboratory; or
  - (4)** The providing, prescription, dispensing, or using of drugs or medical appliances or devices.
- e.** "Medically derived injury" means a physical, pathologic or psychiatric trauma resulting from "medical or healthcare services" provided by a "medical professional", including death resulting therefrom, to your care recipient. "Medically derived injury" includes an aggravation of a preexisting disease or mental disorder. "Medically derived injury" does not include "property damage", "personal and advertising injury", or any injury arising from "abuse", "sexual misconduct or sexual molestation" or "sexual harassment".
  - f.** "Medical professional" means an anesthesiologist, chiropractor, dentist, medical technician, midwife, nurse anesthetist, nurse, optometrist, pharmacist, physician, podiatrist, psychiatrist, psychologist, surgeon, veterinarian, x-ray therapist, or any other individual who provides preventative, curative, or rehabilitative health care services, and is licensed where required by law.
  - g.** "Product recall" means the recall or withdrawal of "your product" from the market or from use by any other person or organization because of a known or suspected defect in "your product" which has or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".
  - h.** "Product recall expenses" mean those reasonable and necessary expenses paid and directly related to a "product recall".
  - i.** "Professional services" means any service that:
    - (1)** Involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and
    - (2)** Is provided as part of the Named Insured's operations as a nonprofit or human services organization; and
    - (3)** Subject to Paragraphs **a.** and **b.** above, "professional services" includes but is not limited to the following:
      - (a)** Advice, guidance, or assistance;
      - (b)** Counseling;
      - (c)** "Social work";
      - (d)** Therapy;
      - (e)** Daycare;
      - (f)** "Foster care services"; and
      - (g)** Job training, job placement, job referral, or vocational services.

However, "professional services" does not include any of the following: "medical or healthcare services" or any person or organization acting in the capacity of a "medical professional", accountant, attorney, architect, engineer, real estate manager, immigration counselor, or investment manager.

- j.** "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:
  - (1)** Is linked implicitly or explicitly with a decision affecting a term or condition of any individual's employment;

- (2)** Interferes with any individual's job performance;
  - (3)** Creates an intimidating, hostile or offensive working environment for any individual; or
  - (4)** Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C. § 2000e, et seq., or any similar state, municipal or local code, regulation or ordinance.
- k.** "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.
- However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".
- l.** "Social work" means any activities or methods of any insured or your "employees", agents, representatives, "volunteer workers", "temporary workers", licensees, subcontractors, independent contractors, vendors or others providing social services, including but not limited to:
- (1)** Investigation, treatment, or material aid for the economically, physically, mentally, or socially disadvantaged, or anyone else; and
  - (2)** Activities such as child welfare, community physical or mental health, adoption services, personal counseling services, recreational activities, temporary housing or shelters or other similar activities.
- m.** "Special Event" means a sporting, cultural, business or other type of unique activity, in a certain place occurring during a limited or fixed interval of time (one-time, annual) and presented to a live audience brought together to watch or to participate. "Special events" include, but are not limited to, street fairs, music festivals, revenue generating or public relations activities, regardless of the location or relationship to the operations of any insured.