





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/20

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> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> 800-522-7514 <b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com	
<b>INSURED</b> ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Oak Hill School Of California 300 Sunny Hills Dr Suite 6 San Anselmo, CA 94960	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> American Home Assurance Co.	19380
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2984640

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$
A	<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			WC 027119838 CA	07/01/20	07/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 2,000,000 \$ 2,000,000 \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All worksite employees working for OAK HILL SCHOOL OF CALIFORNIA, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

**CERTIFICATE HOLDER****CANCELLATION**

Mt Diablo Unified SD 1936 Carlotta Drive Concord, CA 94519	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  <i>Aon Risk Services, Inc of Florida</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

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

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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



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NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: Hub International Services, Inc. POLICY NUMBER: 2020-16765-UMB

6 Centerpointe Dr., Suite 350
La Palma, CA 90623-1078

RENEWAL OF NUMBER: 2019-16765-UMB-NPO

Item 1 NAME OF INSURED AND MAILING ADDRESS:

Oak Hill School of California
300 Sunny Hills Dr. Building 6 & 7
San Anselmo, CA 94960

Item 2 POLICY PERIOD:

FROM 12/1/2020 TO 12/1/2021

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION:

School for children with autism

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

Item 3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: \$5,761

Item 4 LIMITS OF INSURANCE:

Table with 2 columns: Description and Amount. Rows include: Each Occurrence (other than Directors' & Officers' Liability, Improper Sexual Conduct and Physical Abuse Liability, and Social Service Professional Liability) 2,000,000; Each Wrongful Act - Directors' & Officers' Liability 2,000,000; Each Occurrence - Improper Sexual Conduct Liability 2,000,000; Each Occurrence - Social Service Professional Liability 2,000,000; Products Completed Operations Aggregate [(where applicable)] 2,000,000; General Aggregate 2,000,000; Directors' & Officers' Liability Aggregate 2,000,000; Improper Sexual Conduct Liability Aggregate 2,000,000; Social Services Professional Liability Aggregate 2,000,000.

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):

CU 21 33 01 15, NIAC-E003 UMB 08 20, NIAC-E133 UMB 05 20, NIAC-E42 UMB 09 19, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 08 18, UMB61 05 13

COUNTERSIGNED: 11/25/2020 BY

Handwritten signature of Pamela E. R.

(AUTHORIZED REPRESENTATIVE)

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

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.



**SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE**

POLICY NUMBER: 2020-16765-UMB

CONTROL NUMBER: 16765

NAME OF INSURED: Oak Hill School of California

TYPE OF POLICY	APPLICABLE LIMITS		INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit .....	\$1,000,000	NIAC 2020-16765	12/01/2020 to 12/01/2021
	Uninsured/Underinsured Motorist .....	N/A		
	(Does not include:Terrorism Coverage - Certified Acts)			
(B) Commercial General Liability	Each Occurrence Limit .....	\$1,000,000	NIAC 2020-16765	12/01/2020 to 12/01/2021
	General Aggregate Limit .....	\$2,000,000		
	Products/Completed Operations Aggregate Limi	\$2,000,000		
	Personal & Advertising Injury Limit .....	\$1,000,000		
	Damage to Premises Rented to You .....	N/A		
	(any one premises)			
	(Does not include:Terrorism Coverage - Certified Acts)			
(C) Social Service Professional Liability	Each Occurrence Limit .....	\$1,000,000	NIAC 2020-16765	12/01/2020 to 12/01/2021
	Aggregate Limit .....	\$2,000,000		
	(Does not include:Terrorism Coverage - Certified Acts)			
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability			
	Bodily Injury by Accident .....	N/A	Each Accident	
	Bodily Injury by Disease .....	N/A	Each Employee	
	Bodily Injury by Disease .....	N/A	Policy Limit	
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit .....	\$1,000,000	NIAC 2020-16765	12/01/2020 to 12/01/2021
	General Aggregate Limit .....	\$1,000,000		
	(Does not include:Terrorism Coverage - Certified Acts)			
(F) Directors' And Officers'	Each Wrongful Act Limit .....	\$1,000,000	NIAC 2020-16765-DO	12/01/2020 to 12/01/2021
	Aggregate Limit .....	\$1,000,000		
	(Does not include:Terrorism Coverage - Certified Acts)			
(G) Liquor Liability	Each Common Cause Limit .....	\$1,000,000	NIAC 2020-16765	12/01/2020 to 12/01/2021
	Aggregate Limit .....	\$1,000,000		
	(Does not include:Terrorism Coverage - Certified Acts)			
(H) Employee Benefits Liability	Each Employee .....	\$1,000,000	NIAC 2020-16765	12/01/2020 to 12/01/2021
	Aggregate Limit .....	\$2,000,000		
	(Does not include:Terrorism Coverage - Certified Acts)			

**INDEX OF FORMS ATTACHED TO THE POLICY**

**POLICY NUMBER: 2020-16765-UMB-NPO**

**NAME OF INSURED:** Oak Hill School of California

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**UMBRELLA FORMS AND ENDORSEMENTS**

**FORM NUMBER/EDITION DATE**

Exclusion of Terrorism	CU 21 33 01 15
Member Criteria	NIAC-E003 UMB 08 2
AI - ISCPA - Exclusion	NIAC-E133 UMB 05 2
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 UMB 09 19
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Coverage Form	UMB-100 08 18
Employers' Liability Exclusion	UMB61 05 13





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED EXCLUSION  
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

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This insurance does not extend an insured or additional insured status to any person, entity or organization included as an additional insured by endorsement to the "Underlying Insurance" for "damages" because of "bodily injury", arising out of "improper sexual conduct" and/or "physical abuse".

This exclusion applies even if the "damages" because of "bodily injury" is subject to coverage included within the "Underlying Insurance".



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## COMMERCIAL UMBRELLA POLICY

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS IF THE UNDERLYING INSURANCE PROVIDES CLAIMS-MADE COVERAGE. IF COVERAGE WITHIN THIS POLICY IS PROVIDED ON A CLAIMS-MADE BASIS, IT APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED AND REPORTED TO US DURING THIS POLICY'S PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. IF COVERAGE WITHIN THIS POLICY IS PROVIDED ON A CLAIMS-MADE BASIS, THIS COVERAGE APPLIES ONLY TO DAMAGES ARISING FROM AN ACT, ERROR OR OMISSION COMMITTED ON OR AFTER THE RETROACTIVE DATE SHOWN IN THE DECLARATIONS OF THE UNDERLYING CLAIMS-MADE POLICY(S) BUT PRIOR TO THE END OF THIS POLICY'S PERIOD, NOT INCLUDING AN EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND OBLIGATIONS.

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

Other words and phrases that appear in quotation marks have special meanings found in Section 6 - DEFINITIONS.

### SECTION 1. INSURING AGREEMENT

#### A. Excess Liability Insurance (Following Form)

We will pay on behalf of an insured those sums in excess of the amount payable under the terms of any "Underlying Insurance" as stated in the "Schedule of Underlying Insurance" that an insured becomes legally obligated to pay as damages to which this insurance applies. This Excess Liability Insurance is excess insurance and follows the "Underlying Insurance" except as otherwise stated in this policy. This Excess Liability Insurance is subject to the same terms, conditions, warranties, agreements, exclusions, endorsements and definitions contained in the "Underlying Insurance" except as otherwise provided in this policy; provided, however, in no event will this insurance apply unless the "Underlying Insurance" applies or would apply but for the exhaustion of the applicable Limit of Liability in the "Underlying Insurance."

#### B. Extended Reporting

##### 1. Extended Reporting Periods

If the "Underlying Insurance" provides coverage on a claims-made basis and this policy provides coverage on a claims-made basis, then we will provide an Automatic Extended Reporting Period as described in subparagraph 2 below and, if you purchase it,

an Optional Extended Reporting Period as described in subparagraph 3 below, IF,

- a. this insurance is cancelled or not renewed for any reason other than non-payment of premium; or
- b. we renew or replace this insurance with other insurance that:
  - (1) has a Retroactive Date later than the Retroactive Date shown in the Declarations of this policy; or
  - (2) does NOT apply to damage on a claims-made basis.

If the "Underlying Insurance" does not provide an Extended Reporting Period then we will not offer and will not provide an Extended Reporting Period.

##### 2. Automatic Extended Reporting Period

If the "Underlying Insurance" provides coverage on a claims-made basis then an Automatic Extended Reporting Period, equal in length to the Automatic Extended Reporting Period provided in the applicable "Underlying Insurance," is automatically provided, except when this insurance is cancelled or not renewed because of non-payment of premium. The Automatic Extended Reporting Period does NOT apply to a claim that is covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.







- F. The General Aggregate as stated in Item 4.c. of the Declarations to this policy is the most we will pay for all damages to which this policy applies.
  - G. If the Limit of Liability of the "Scheduled Underlying Policy" as stated in the "Schedule of Underlying Insurance" has been exhausted by payments made on behalf of any insured by the "Underlying Insurer," this policy shall apply in the same manner as the applicable "Underlying Insurance," subject to all the terms and conditions of such "Underlying Insurance" and the terms and conditions of this policy. If the Limit of Liability of the "Underlying Insurance" as stated in the "Schedule of Underlying Insurance" has been reduced by payments made on behalf of any insured by the "Underlying Insurer," this policy will drop down to become immediately excess of the reduced limit of the "underlying Insurance."
  - H. The Limits of Insurance of the "Scheduled Underlying Policy" will be reduced or exhausted only by payments made on behalf of an insured for injury or damage to which this insurance would apply, but for the amount of such injury or damage.
  - I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations to this policy, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance. Any Extended Reporting Period will not increase the applicable Limit of Insurance.
- 2. If the "Underlying Insurance" does not include payments of "defense expenses" as part of its Limits of Liability, but instead indicates that the payment of "defense expenses" will not reduce the Limits of Liability, then when excess of such "Underlying Insurance," our payment of "defense expenses" will not reduce the available Limits of Liability.
  - 3. The "defense expenses" extended by this policy will be subject to the same provisions as the "defense expenses" extended by the "Underlying Insurance."
- B. We will not defend any "suit" or "claim" after we have exhausted the applicable Limit of Liability as stated in the Declarations. If we are prevented by law from carrying out this paragraph, we will NOT pay any "defense expenses" incurred without our written consent.
  - C. In all circumstances for which paragraph A above is not applicable, we will NOT be obligated to assume charges or pay expenses for the investigation, settlement or defense of any "claim" made, or "suit" brought, or proceedings instituted against any insured. We will, however, have the right in our sole discretion to participate in the defense and trial of any "claim", "claims", "suits" or proceedings which may involve the coverage extended by this policy. If we avail ourselves of this right, we will do so at our expense.

#### **SECTION 4. EXCLUSIONS OR SUBLIMITS**

#### **SECTION 3. DEFENSE PROVISIONS**

- A. We will have the same defense obligations under this policy as are in the applicable "Underlying Insurance" when the applicable Limits of Liability of the "Underlying Insurance," plus the applicable limits of any other applicable insurance, have been exhausted by payments made on behalf of an insured.
  - 1. If the "Underlying Insurance" includes payments of "defense expenses" as part of its Limits of Liability, then when excess of such "Underlying Insurance," our payment of any "defense expenses" is within the applicable Limits of Liability of this policy and each payment we make for such "defense expenses" reduces the available Limits of Liability by the amount of the payment.
- B. Notwithstanding Provision A within Section 1, the coverage identified in the Declarations to this policy is the only coverage extended by this policy. If an "Underlying Insurance" includes exclusions with exceptions and specified sub-limits, this policy will not provide coverage in excess of the specified sub-limit, unless a separate sub-limit is identified specifically within the Declarations to this policy. If an "Underlying Insurance" includes Additional Coverages with specified limits, this policy will not provide coverage in excess of the specified Additional Coverage, unless a limit for that Additional Coverage is specifically identified within the Declarations to this policy. If an "Underlying Insurance" includes an extension of a specified



coverage with a limit specific to that coverage, this policy will not provide coverage excess to that specified coverage unless a separate limit is specifically identified within the Declarations to this policy.

## SECTION 5. CONDITIONS

### A. Appeals

We can appeal a judgment against any insured under this policy if:

1. the judgment is for more than the remaining Limits of Liability under the "Underlying Insurance"; and
2. the insured or the "Underlying Insurer" do not appeal it.

If we appeal the judgment, we will pay the costs of that appeal and any interest on those costs. Those payments will be in addition to the Limits of Liability of this policy, unless the "Underlying Insurance" includes payment of expenses incurred in an appeal as part of its Limit of Liability, in which case the costs of the appeal and any interest on those costs will decrease the applicable Limit of Liability.

### B. Audit of Books and Records

We may audit your books and records at any time during the term of this insurance or within three years after its expiration or termination.

### C. Financial Impairment

Bankruptcy, insolvency, rehabilitation, receivership, liquidation, or other financial impairment of any insured or any insurer providing "Underlying Insurance" as stated in the "Schedule of Underlying Insurance," shall neither relieve nor increase any of our obligations under this policy. In the event there is a diminished recovery or no recovery available to any insured as a result of such financial impairment of any insurer providing "Underlying Insurance," the coverage under this policy shall apply only in excess of the Limits of Liability stated in the "Schedule of Underlying Insurance." Under no circumstances will we be required to drop down and replace the underlying Limits of Liability or assume any other obligations of a financially impaired insurer or an insured.

### D. Cancellation

You may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

1. We may cancel this policy at any time by sending to you a notice of cancellation 30 days

(10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to your last known address shown in the Declarations to this policy and will indicate the date on which coverage is terminated.

2. If cancellation is at your request, return premium will be computed at 90% of pro rata. If we cancel, return premium will be computed pro rata. If this policy insures more than one Named Insured, cancellation may be effected by the first Named Insured in the Declarations to this policy for the account of all Named Insureds. Notice of cancellation by us to such first Named Insured will be deemed notice to all insureds and payment of any return premium to such first Named Insured will be for the account of all insureds.
3. In the event that provisions of this condition conflict with any state law or regulation governing the cancellation/nonrenewal of this policy, then such law or regulation shall prevail and this policy is amended to conform with such law or regulation.

### E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

### F. Duties in the Event of a Claim or Suit

1. You must see to it that we are notified as soon as practicable of an accident, occurrence, offense or event that may result in a "claim" or "suit." To the extent possible and subject to the requirements of Section 1 above, notice should include:
  - a. how, when and where the activities which form the basis of any potential "claim" or "suit" took place;
  - b. the names and addresses of any injured persons and witnesses; and
  - c. the nature and location of any injury or damage arising out of the activities which form the basis for any potential "claim" or "suit."
2. If a "claim" is made or "suit" is brought against any insured, you must:



- a. immediately record the specifics of the "claim" or "suit" and the date received;
- b. notify us as soon as practicable and immediately provide to us written notice of the "claim" or "suit;" and
- c. if the "Underlying Insurance" is on a claims-made form, you must provide written notice to us in conformance with the applicable claims-made temporal conditions included within the "Underlying Insurance."

3. You and any other involved insured must:

- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- b. authorize us to obtain records and other information;
- c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
- d. assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

G. Maintenance of Scheduled Underlying Insurance

While this policy is in effect you agree to maintain the "Underlying Insurance" listed in the "Schedule of Underlying Insurance" in full force. This means that:

1. the "Scheduled Underlying Policy" or "Scheduled Underlying Policies" may not be cancelled or not renewed by either you or the "Underlying Insurer" without notifying us;
2. renewals or replacements will not be more restrictive in coverage than the "Underlying Insurance" listed in the "Schedule of Underlying Insurance";
3. the terms, conditions and endorsements of the "Underlying Scheduled Insurance" will not materially change;
4. the risk of uncollectibility (in whole or in part) of the "Underlying Scheduled Insurance" limit as listed in the "Schedule of Underlying Insurance," or replacements thereof, whether because of financial impairment or insolvency of an "Underlying Insurer" or for any other reason, is expressly retained by you and is not

in any way or under any circumstances insured or assumed by us; and

5. limits of "Underlying Insurance" will not change except for any reduction in the aggregate limit or Limits of Insurance by payment of claims hereunder.

Your failure and/or the failure of the "Underlying Insurer" to comply with this condition will not invalidate this policy, but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

H. Other Insurance

If other insurance applies to a "claim" or "suit" covered by this policy, the insurance under this policy is excess of such other insurance and we will not make any payments until the other insurance has been used up. This condition shall not apply if the other insurance is specifically written to be excess over this policy.

Except to the extent stated in this policy, this insurance is not subject to the terms, conditions, or limitations of any other insurance except for "Underlying Insurance."

I. Transfer of Rights of Recovery Against Others to us.

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Each insured must do nothing to impair these rights or the transfer thereof to us. Each insured must cooperate with us and, at our request, assist us in the pursuit and enforcement of those rights. If there is any money recovered, we will disburse that money, as follows:

1. first, we will be repaid to the extent of our actual payment; and
2. second, if any money remains, the insured or any "Underlying Insurer" will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money, we will share the expenses with the insured or any "Underlying Insurer" in proportion to the amount that each is repaid. If our recovery attempt is not successful, we will bear all of the recovery expenses.

J. Premium

The premium for this policy as stated in the Declarations is a flat premium and is subject to a minimum and deposit premium, if applicable. The premium is not subject to adjustment unless:



1. a rate is shown in the Declarations; or
2. an endorsement or endorsements are attached to this policy changing the Limit of Liability, adding or changing the "Underlying Insurance", changing the policy period, or because of an Extended Reporting Period.

If a flat premium is charged, and a minimum premium is shown in the Declarations, then that minimum premium is fully earned as of the inception of this policy.

#### K. Representations

By accepting this policy, you agree that:

1. the statements in the Application for this policy and Declarations to this policy are accurate and complete;
2. those statements are based upon representations you made to us; and
3. we have issued this policy in reliance upon your representations in the Application for this policy and its Declarations.

#### L. Titles of Paragraphs

The titles of the varied Sections, Paragraphs, and Subparagraphs of this policy and endorsements attached to this policy, if any, are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

#### M. Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent, except in the event of the death of an individual insured and then only to that individual's representative.

#### N. When Loss is Payable

This policy will not apply until an insured, or an insured's "Underlying Insurer," is obligated to pay the amount of the "Underlying Insurance" for damages which are also covered by this policy. When the amount of loss has finally been determined, we will promptly pay on behalf of the insured the amount of the damages which comes within the terms of this policy.

### SECTION 6. DEFINITIONS

Except for the terms appearing in quotes within this policy, the terms within this policy have the same meaning as set forth in the applicable "Underlying Insurance." With respect to the terms appearing in

quotes within this policy, the definitions below will apply.

- A. "Claim" or "Claims" means any demand, including a "suit," against an insured for damages to which this policy applies are alleged.
- B. "Defense expenses" means the fees, costs and/or expenses which an "Underlying Insurer" has an obligation to pay in the defense of a "claim," "claims" or "suit" pursuant to the terms and conditions of the "Underlying Insurance."
- C. "Schedule of Underlying Insurance" means the Schedule of Underlying Insurance included within the Declarations to this policy.
- D. "Scheduled Underlying Policy" or "Scheduled Underlying Policies" means the identified policy or policies within the "Schedule of Underlying Insurance."
- E. "Suit" means a civil proceeding in which damages to which this policy applies are alleged, including, without limitation:
  1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- F. "Underlying Insurance" means the policy or policies within the "Schedule of Underlying Insurance" applicable or potentially applicable to the "claim" or "suit."
- G. "Underlying Insurer" or "Underlying Insurers" means the entity or entities that issued the "Underlying Insurance."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EMPLOYERS' LIABILITY EXCLUSION**

This insurance does not apply to any liability for bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, and, if arising out of the foregoing, mental anguish or mental injury sustained by:

1. An employee of the insured arising out of and in the course of employment by the insured; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.



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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **MEDICAL PAYMENTS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

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This insurance does not apply to COVERAGE C MEDICAL PAYMENTS provided in any underlying Commercial General Liability Coverage Form or to any medical expenses for which COVERAGE C MEDICAL PAYMENTS are paid or payable.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **MEMBER CRITERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

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A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

---

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **PRIVACY LIABILITY AND CYBER COVERAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

---

**A.** This insurance does not apply to any of the following:

1. "Identity theft".
2. "Loss of electronic data."
3. The disclosure, loss or use of "protected health information".

For purposes of the liability coverages excluded by this endorsement, the following **Definitions** apply:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Identity theft" means fraudulent appropriation and use of a person's identification or personal information, including both "electronic data" as well as information contained in printed or written format.

"Loss of electronic data" means:

1. Damage to, loss of, loss of use of, corruption of, inability to access or inability to manipulate "electronic data;" and
2. "Identity theft."

"Protected health information" means any information, whether oral or recorded in any form or medium:

- (i) That relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;
- (ii) That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify that individual; and
- (iii) as defined within the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d-1320d-8 ("HIPAA") or other similar federal, state or local laws or statutes.

**B.** This insurance also does not apply to any of the following first party coverages in the PRIVACY LIABILITY AND CYBER COVERAGE ENDORSEMENT:

1. Security Event Costs and Expenses
2. Cyber Extortion
3. Crisis Management and Reward Expenses



**DIRECTORS & OFFICERS LIABILITY POLICY  
DECLARATIONS**

- Item 1.      Named Member:      Oak Hill School of California  
                 Address:                      300 Sunny Hills Dr. Building 6 & 7  
                                              San Anselmo, CA 94960
- Item 2.      Policy Number:          2020-16765-DO-NPO  
                 Policy Period:              12/01/2020    to    12/01/2021  
                 (12:01 A.M. Standard time at the address stated in Item 1.)
- Item 3.      Limit of Liability:          \$ 1,000,000          Each Wrongful Act  
                                              \$ 1,000,000          Annual Aggregate
- Item 4.      Deductible:                  \$5,000.00
- Item 5.      Premium:                    \$ 4,703  
                 (premium does not include Terrorism Coverage - Certified Acts)
- Item 6.      Applicable policy form(s) and Endorsement(s) effective at inception:
- |                     |                     |                    |                  |                   |
|---------------------|---------------------|--------------------|------------------|-------------------|
| CG 21 73 01 15,     | NIAC EDO11 12 17,   | NIAC-DODEC-NPO     | NIAC-DOET 02 17, | NIAC-DOPWA 07 09, |
| NIAC-E003 DO 08 20, | NIAC-E069 DO 02 19, | NIAC-E42 DO 09 19, | NIAC-E58 02 12,  | NIAC-EDO1 08 91,  |
| NIAC-EDO17 05 20,   | NIAC-EDO34 01 02,   | NIAC-EDO4 03 94,   | NIAC-EDO7 02 11  |                   |

Producer:    01568  
                 Hub International Services, Inc.  
                 6 Centerpointe Dr., Suite 350  
                 La Palma, CA 90623-1078

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.




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Authorized Company Representative  
President, NIAC

**DATE:** November 25, 2020  
**TO:** Oak Hill School of California (16765)  
**FR:** NIAC  
**RE:** Avoiding Wrongful Termination Lawsuits

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You have recently renewed Directors and Officers coverage with the Nonprofits Insurance Alliance of California (NIAC). Employee-related lawsuits are the most common claim filed against nonprofit D&O insurance policies. Many of these lawsuits can be avoided by obtaining good advice before you terminate an employee. To assist you, NIAC provides FREE pre-termination consultations. Just contact our Employment Risk Managers at 800-359-6422 and they will assist you to ensure that you take the appropriate actions to protect your organization.

Another service that NIAC provides to D&O policyholders is a highly subsidized subscription to the Thompson Handbook Builder. Annual subscription cost is \$99 (\$300 savings).

You may find these additional facts about employment-related matters of interest:

- Well over 90% of the claims made against directors and officers of 501(c)(3) nonprofits are employment related. These commonly involve allegations of wrongful terminations, discrimination, or harassment.
- The primary reason nonprofits find themselves in employment-related lawsuits is failing to follow, to the letter, personnel policies which are in compliance with law. In particular, if your personnel policies provide for any special considerations before terminations, such as grievance, probationary period, or written or verbal warnings, and you do not follow these policies to the letter, but instead fire immediately in anger, chances are good that you could find yourself in a lawsuit.
- During our review of personnel policies of those nonprofits with D&O coverage, we most commonly find policies out-of-compliance with current law regarding pregnancy leave, provision for payment of overtime, and applicable classes protected from discrimination such as sexual orientation, political affiliation, veteran status and others.

For everyone's benefit we hope your organization does not find itself in a difficult termination situation. However, if you do, please do not hesitate to contact our Employment Risk Managers before you take action so that together we can help minimize your exposure to expensive and time-consuming lawsuits.

P.S. A knowledgeable, committed board of directors is the strongest protector of a charitable organization's accountability to the law, its clients, its donors and the public. Are you looking for a communications and information management solution for your board of directors? BOARDnetWORK was created by NIAC for its members. This FREE easy to use, web-based resource will help streamline the process of keeping your board organized and running smoothly.

View short demo at [www.boardnetwork.org](http://www.boardnetwork.org). For more information, call our Director of Loss Control at 831-621-6076



**INDEX OF FORMS ATTACHED TO THE POLICY**

**POLICY NUMBER: 2020-16765-DO**

**NAME OF INSURED: Oak Hill School of California**

Page: 1

<b>DIRECTORS AND OFFICERS FORMS AND ENDORSEMENTS</b>	<b>FORM NUMBER / EDITION DATE</b>
Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Limited Defense Costs - California Labor Code Section 132a	NIAC EDO11 12 17
Directors & Officers Liability Policy Declarations	NIAC-DODEC-NPO
Nonprofit Organization Directors' and Officers' Liability Policy	NIAC-DOET 02 17
Prior Wrongful Acts Coverage Endorsement	NIAC-DOPWA 07 09
Member Criteria	NIAC-E003 DO 08 20
Fiscal Sponsor Limitation	NIAC-E069 DO 02 19
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 DO 09 19
Liberalization - D&O	NIAC-E58 02 12
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	NIAC-EDO1 08 91
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Mold, Fungus Exclusion	NIAC-EDO34 01 02
Blood Testing Exclusion	NIAC-EDO4 03 94
Non-Imputation	NIAC-EDO7 02 11



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **PRIOR WRONGFUL ACTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **DIRECTORS AND OFFICERS LIABILITY POLICY**

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Subject to the terms and conditions of this policy, coverage is amended to include "Wrongful Acts" committed prior to the policy inception date, and first reported to the Company during the policy period.

This insurance does not apply to "Wrongful Acts" that any "Member" knew or is believed to have known prior to this policy's inception date would lead to a "Claim" or suit.

This insurance will not apply to "Wrongful Acts" that are covered by any insurance the "Member" purchases in the future or that would be covered, but for the exhaustion of the amount of insurance previously purchased and applicable to such "Wrongful Acts."

This coverage endorsement will not serve to increase the Company's limit of insurance. The limit noted in Item 3 of the Declarations is the most the Company will pay for the sum of all settlements and judgments under this policy.

If the Directors and Officers Liability Policy is canceled or not renewed, this Prior Wrongful Acts Endorsement shall terminate as of the same effective date of such cancellation or non-renewal.

Upon termination of the Prior Wrongful Acts Endorsement, and in consideration of an additional premium charge of 35% of the full annual premium, an Extended Reporting Period Endorsement is available. If either the Company or the "Member" cancels or declines to renew this policy, then pursuant to the Extended Reporting Period, the "Member" shall have a period of one year following the effective date of such cancellation or non-renewal in which to give written notice to the Company of "Claims" first made against the "Member" during the Extended Reporting Period and arising out of "Wrongful Acts" committed prior to the policy inception date.

A written request for the Extended Reporting Period, together with payment of the appropriate premium, must be made within thirty (30) days after the cancellation or non-renewal of the policy. This additional premium shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period Endorsement is not cancelable.

At the Company's option, this right to purchase the Extended Reporting Period may not apply if: (a) this policy is canceled by the Company for non-payment of premium; or (b) this policy is succeeded immediately with no gap in coverage by another policy.





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### **EXCLUSION — BLOOD TESTING**

This endorsement modifies insurance provided under the following:

#### **DIRECTORS AND OFFICERS LIABILITY COVERAGE PART**

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This insurance does not apply to "wrongful acts" or "personal injury" arising out of:

1. The rendering or failure to render services in connection with the making of a blood donation or drawing of blood or testing of blood;
2. An error, omission, defect or deficiency in any test performed or an evaluation, a consultation or advice given by or on behalf of any insured; or
3. The reporting of or reliance upon any such test, evaluation, consultation or advice;
4. Any blood product handled, transported, or distributed by you, or reliance upon any representation or warranty made at any time with respect to blood products;
5. The liability of any insured for acts or omissions of a doctor of medicine, technician, phlebotomist, or nurse with respect to any item listed in 1. through 4. above; or
6. The liability of any insured for the negligent hiring and/or supervision of any employee, volunteer, independent contractor, or agent of the insured with respect to any item listed in 1. through 4. above.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED DEFENSE COSTS – CALIFORNIA LABOR CODE SECTION 132a**

This endorsement modifies insurance provided under the following:

NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY POLICY

---

Exclusion V is added to the NIAC DOET as follows:

V. Liability for payment, other than "Defense Costs," of any "Claim" or "Claims" seeking remedies under California Labor Code Section 132a. As afforded under this provision, coverage for "Defense Costs" is subject to an annual aggregate limit of \$50,000. The coverage extended by this provision is subject to a deductible of either \$5,000 or the amount stated in item 4 of the Declarations of the policy to which this endorsement is attached, whichever is greater.



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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
EMPLOYEE BENEFITS LIABILITY COVERAGE  
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE PART  
DIRECTORS AND OFFICERS LIABILITY POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **FISCAL SPONSOR LIMITATION OF COVERAGE**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

---

This insurance does not apply to “damages” arising out of a Member’s status as a “fiscal sponsor” until:

- a. The first Named Member in the Declarations page enters into a “fiscal sponsor agreement” arising out of or in connection with the First Named Member’s status as a “fiscal sponsor” for that person, entity or organization; and
- b. The first Named Member in the Declarations page provides any underwriting information and pays any additional premium required by the Company.

This insurance does not apply to “damages” that occur before the first Named Member in the Declarations page to this policy enters into the “fiscal sponsor agreement” which is applicable to the claim or “suit” in which the “damages” are asserted.

If there is other insurance available to any party pursuant to a “fiscal sponsor agreement” for “damages” which are covered by this endorsement, including but not limited to a duty to defend the first Member identified in the Declarations by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

“Fiscal sponsor” is defined to mean the status of first Named Member in the Declarations page to this policy as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a “fiscal sponsor agreement”; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

“Fiscal sponsor agreement” is defined as a written contract or agreement by the first Named Member in the Declarations page to this policy with a person, entity and/or organization in which the first Named Member agrees to serve as a “fiscal sponsor” for such person, entity or organization.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **IMPROPER SEXUAL CONDUCT AND SEXUAL HARASSMENT**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

---

Exclusion Q within **5. EXCLUSIONS** of the Directors and Officers Liability Policy is removed and replaced with the following:

- Q. "Claim" or "Claims", regardless of legal form or theory, which arises from or is in any way related to "improper sexual conduct", whether actual or threatened. This exclusion shall not apply to any "Claim" or "Claims" of "sexual harassment" brought by an employee of the "Organization", or a past or present volunteer of the "Organization" or a past or present business invitee, solely in his or her capacity as such.

The following definitions are included within **4. DEFINITIONS**.

- L. "Improper sexual conduct" means actual, attempted or alleged unlawful sexual conduct by one person or two or more persons acting in concert as prohibited by federal or state law, including but not limited to sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation or sexual injury.
- M. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or verbal, visual or physical conduct of a sexual nature when such conduct:
- a. is linked implicitly or explicitly with a decision affecting the employment of the past or present employee, the volunteer status of the past or present volunteer or the business invitee status of the past or present business invitee of the insured;
  - b. interferes with the job performance of an employee, volunteer or business invitee of the insured, or
  - c. creates an intimidating, hostile or offensive working environment for an employee, volunteer or business invitee of the insured.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **LIBERALIZATION**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY

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The following is added to the conditions section:

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **MEMBER CRITERIA**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY

---

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **MOLD, FUNGUS OR MICROBIAL CONTAMINATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **DIRECTORS AND OFFICERS LIABILITY COVERAGE PART**

---

It is agreed that this policy does not apply to any claim, suit or cause of action for damages resulting from a "Wrongful Act" which damages arise out of or are contributed to by mold, fungus, or "microbial contamination." This exclusion applies to, but is not limited to, any loss, cost or expense arising out of any:

- a. Request, demand or order that any "Member" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
- b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of mold, fungus or "microbial contamination."

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY

---

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NON-IMPUTATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

DIRECTORS & OFFICERS LIABILITY POLICY (INCLUDES EMPLOYMENT PRACTICES LIABILITY)

---

With respect to the Exclusions J, N and O in subsection (5.) Exclusions, no fact pertaining to or knowledge possessed by any Member shall be imputed to any other Member to determine if coverage is available.



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## **NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA**

### **NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY POLICY (INCLUDES EMPLOYMENT PRACTICES LIABILITY)**

In consideration of the payment of the premium, and in reliance upon the statements made to the Nonprofits Insurance Alliance of California, (herein called the Company) by application forming a part hereof and its attachments and the material incorporated therein, the Company agrees as follows:

#### **1. INSURING AGREEMENT**

This policy shall, subject to the limit of liability set forth in Item 3 of the Declarations, pay on behalf of the "Member" all sums which the "Member" shall become legally obligated to pay as "Damages" for "Claims" resulting from any "Wrongful Act" of the "Member" or of any other person for whose "Wrongful Act" the "Member" is legally responsible, but only if such "Wrongful Act" is committed during the policy period.

#### **2. EXTENSIONS**

##### **A. Estates & Legal Representatives**

Subject otherwise to all the terms and conditions of this policy, coverage hereunder shall extend to "Claims" for the "Wrongful Acts" of the "Members" who are deceased or against the estates, heirs or legal representatives of such "Members".

##### **B. Existing Subsidiaries**

To be covered under the terms and conditions of this policy, "Subsidiaries" existing at the time of policy inception must be designated in Item 1 of the Declarations.

##### **C. Newly Created or Acquired Subsidiaries**

1. If any "Subsidiary" which qualifies as a tax-exempt organization under the provision of Internal Revenue Code section 501(c)(3) is created or acquired by the "Member" after the inception of this policy, such "Subsidiary" shall be included under the terms and conditions of this policy subject to:

- a. the giving of written notice of such creation or acquisition to the Company as soon as practicable, but in no event more than 120 days following such creation or acquisition, and
- b. the giving of any underwriting information and the payment of any additional premium required by the Company.

2. If any "Subsidiary" which does not qualify as a tax-exempt organization under the provisions of the Internal Revenue Code section 501(c)(3) is created or acquired by the "Member" after the inception of this policy, such "Subsidiary" shall not be included under the terms and conditions of this policy until the "Member" has:



- a. given written notice of such creation or acquisition together with any underwriting information which may be required; and
- b. received written approval from the Company and paid any additional premium required.

D. Consolidation or Merger

In the event that the "Member" is acquired by merger, or consolidates with, or is merged into or acquired by any other organization after the inception of this policy, immediate written notice thereof shall be given to the Company together with such information as the Company may require. The "Member" shall pay any additional premium required by the Company.

**3. DUTY TO DEFEND**

"Defense Costs" are in addition to the applicable Limits of Liability set forth in Item 3 of the Declarations, and the payment by the Company of "Defense Costs" does not reduce such applicable Limits of Liability.

The Company shall have the right and duty to defend any "Claim" against the "Member" arising from a "Wrongful Act", subject to the terms and provisions of this policy. Our right and duty to defend end when we have used up the applicable limit of liability in the payment of settlements and judgments. We may at our discretion investigate any allegation of a "Wrongful Act" and settle any "Claim" that may result. The "Member" shall give the Company such information and cooperation as it may reasonably require.

The "Member" shall not admit liability for nor settle any "Claim" or suit or incur any "Defense Costs" without the Company's prior written consent. The Company shall not be liable hereunder with respect to any settlements or "Defense Costs" to which it has not consented in writing prior to any settlement or incurring such "Defense Costs".

**4. DEFINITIONS**

- A. "Administration" means giving information to employees about an "Employee Benefit Program," interpreting an "Employee Benefit Program," and handling of records or enrolling of employees in an "Employee Benefit Program."
- B. "Bodily Injury" means bodily injury, sickness, disease or death including emotional distress or mental anguish sustained by a person.
- C. "Claim" or "Claims" means any demand or any judicial or administrative suit or proceeding against any "Member", including any appeal therefrom, which seeks monetary "Damages". It is understood that:
  - 1. The "Claim" or "Claims" must result from a "Wrongful Act" that is committed during the policy period.
  - 2. Multiple demands, suits or proceedings arising out of the same "Wrongful Act" shall be deemed to be a single "Claim".
- D. "Damages" means a monetary judgment, including claimant's attorney fees or expert witness fees awarded pursuant to a contract, a statute or law. "Damages" does not include taxes and matters deemed uninsurable.
- E. "Defense Costs" means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond), incurred by the Company or by the "Member" with the prior written consent of the Company, and resulting solely from the investigation, adjustment, defense and appeal of any

"Claim" against the "Member", but excluding salaries of any "Member" and excluding loss of earnings by any "Member." "Defense Costs do not include claimant's attorney fees or expert witness fees awarded pursuant to a contract, a statute or law."

- F. "Employee Benefit Program" means:
1. group life insurance, group accident or health insurance, investment or savings plan, pension plan;
  2. unemployment insurance, social security, workers' compensation, disability benefit; and
  3. any other similar plan.
- G. "Member" means the "Organization" and any natural person who was, is, or becomes duly elected as a director or trustee, or duly elected or appointed officer, employee, committee member, volunteer, intern or student-in-training of the "Organization", solely in his or her capacities as such. "Member" also means the spouse of a director, trustee, officer, employee, committee member, volunteer, intern or student-in-training for a claim arising solely out of his or her status as the spouse of a member: provided, however, that no coverage shall be afforded for any claim based on the "Wrongful Act" of the spouse.
- H. "Organization" means the entity(ies) designated in Item 1 of the Declarations.
- I. "Pollutants" is any substance identified on a list of hazardous substances issued by the United States Environmental Protection Agency or a state, county, municipality or locality counterpart thereof. Such lists shall include but are not limited to solids, liquids, gaseous or thermal irritants or contaminants, infectious or otherwise including smoke, vapor, soot, acid rain, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) material to be recycled, reconditioned or reclaimed. "Pollutants" shall also mean any unlisted substance exhibiting characteristics of ignitability, corrosivity, reactivity or toxicity to a degree which would cause it to be so listed if the subject were to be addressed by the Environmental Protection Agency or state, county, municipality or locality counterpart thereof.
- J. "Subsidiary" means any entity more than 50% owned by the "Organization", or more than 50% owned by one or more of the "Subsidiaries".
- K. "Wrongful Act" means any breach of duty, error, neglect, omission or act committed during the policy period and solely in the course of the activities of the "Organization", including but not limited to:
1. false arrest, wrongful detention or imprisonment, or malicious prosecution;
  2. libel, slander, defamation of character, or invasion of privacy;
  3. wrongful entry, eviction or other invasion of the right of privacy;
  4. infringement of copyright or trademark or unauthorized use of title;
  5. plagiarism or misappropriation of ideas;
  6. "Claim" or "Claims", arising from employment practices relating to a past, present or prospective employee of the "Organization", including, but not limited to, any actual or alleged wrongful termination, either actual or constructive; wrongful failure to employ or promote; wrongful discipline; alleged sexual harassment arising out of the employment relationship; alleged unlawful discrimination as defined by Title VII and/or the Unruh Civil Rights Act, or similar state law, whether direct, indirect, intentional or unintentional; or a



failure to provide adequate employee policies and procedures.

7. "Claims" of sexual harassment brought by past or present volunteers of the "Organization," solely in their capacity as such;
8. Breach of responsibilities, obligations or duties imposed on a fiduciary. However, any actual or alleged violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, amendments thereto or any similar provisions of Federal, State or local statutory law or common law are subject to a \$250,000 sublimit. This sublimit includes loss and expense combined.
9. "Claims" of harassment, sexual or otherwise, or discrimination, brought by a third party business invitee of the "Organization."

All "Damages" for "Claims" resulting from the same "Wrongful Act" or a series of continuous or interrelated "Wrongful Acts" will be considered as arising out of one "Wrongful Act" which shall be deemed to have been committed on the date of the first such "Wrongful Act".

## 5. EXCLUSIONS

This policy does not apply to any:

- A. "Claim" or "Claims" where all or part of such "Claim" or "Claims" is, directly or indirectly, based upon, attributable to, arising out of, resulting from or in any manner related to, or in consequence of:
  1. the actual, alleged or threatened discharge, dispersal, release or escape of "Pollutants", or
  2. any "Claim" or expense arising out of any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "Pollutants", or arising out of the "Member's" voluntary decision to do so.
- B. "Claim" or "Claims" arising out of, based upon, attributable to, or in any way involving, directly or indirectly, any actual or alleged "Bodily Injury," sickness, disease or death of any person or damage to or destruction of any tangible property, including the loss of use thereof;
- C. actual or alleged act, error or omission in the "Administration" of any "Employee Benefit Program;"
- D. actual or alleged liability of others assumed by the "Member" under any contract or agreement, expressed or implied, written or oral;
- E. liability for payment, other than "Defense Costs", in connection with any "Claim" or "Claims" made against any "Member" which may arise from an actual or alleged breach of contractual obligation of the "Member" and are made by a party to or third party beneficiary of the contract or agreement which gives rise to such obligation. As afforded under this provision, coverage for "Defense Costs" arising out of an alleged breach of contract or "Claim" or "Claims" seeking monetary "Damages" pursuant to statute, are subject to per contract and annual aggregate limits of \$250,000. This exclusion shall not apply to any "Claim" or "Claims" based upon any actual or alleged contract of employment, except for a "Claim" or "Claims" seeking monetary "Damages" pursuant to statute;
- F. fines, penalties, sanctions, punitive or exemplary "Damages", the multiplied portion of multiplied "Damages", taxes, insurance plan benefits, accommodation costs, wage and hour laws amounts, future wages, non-pecuniary relief or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed;
- G. actual or alleged act or omission by the directors, trustees, officers, employees, committee members or volunteers in their capacities or by reason of their status as directors, trustees, officers, employees, committee members or volunteers of any entity other than the "Organization";



- H. actual or alleged "Wrongful Act" that is committed prior to or after the policy period;
- I. costs of providing reasonable accommodation under the Americans with Disabilities Act or similar federal, state or local laws, including but not limited to, construction or modification of facilities;
- J. "Claim" or "Claims" based upon or attributable to any "Member" having gained any personal profit or advantage to which he or she was not legally entitled regardless of whether or not (1) a judgment or other final adjudication adverse to such "Member" establishes that such "Member" in fact gained such personal profit or other advantage to which he was not entitled, or (2) the "Member" has entered into a settlement agreement to repay such unentitled personal profit or advantage;
- K. "Claim" or "Claims" brought about or contributed to by the fraud or dishonesty of any "Member";
- L. "Claim" or "Claims" brought by, maintained by, or on behalf of the "Organization." However, this exclusion shall not apply to "Claim" or "Claims" brought on behalf of the "Organization" by an Attorney General;
- M. "Claim" or "Claims" based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the rendering or failure to render professional services in connection with the "Member's" business as a provider of professional services, including but not limited to:
  - 1. providing medical, surgical, chiropractic, dental, phlebotomy, acupuncture, psychiatric or nursing treatment, diagnosis or services, including the furnishing of food or beverage in connection therewith;
  - 2. furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
  - 3. providing veterinary services;
  - 4. providing legal services;
  - 5. offering any advice in connection with any of the above.
- N. "Claim" or "Claims" alleging personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any "Member";
- O. "Claim" or "Claims" alleging personal injury arising out of a publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of any "Member" with knowledge of the falsity thereof;
- P. "Claim" or "Claims" based on, arising out of, directly, or indirectly resulting from the printing of periodicals, advertising matter, or any and all jobs taken by any "Member" to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of any "Member's" own publication;
- Q. "Claim" or "Claims", regardless of legal form or theory, which arises from or is any way related to improper sexual conduct, including, but not limited to, sexual abuse or molestation whether actual or threatened;
- R. "Claim" or "Claims", regardless of legal form or theory, which arises from or is any way related to any form of physical abuse, including but not limited to, assault, including assault with a deadly weapon or with force likely to produce bodily injury, battery or unreasonable physical restraint or constraint by anyone of any person;

- S. "Claim" or "Claims", regardless of legal form or theory, which arises out of the failure to report an incident of improper sexual conduct or physical abuse to the proper authorities, or the withholding of pertinent information concerning same from such authorities;
- T. costs of complying with equitable relief, including but not limited to, injunctions, restraining orders or restitution;
- U. liability for payment, other than "Defense Costs," of any "Claim" or "Claims" under federal, state or local wage and hour or similar laws. As afforded under this provision, coverage for "Defense Costs" is subject to an annual aggregate limit of \$250,000.

## 6. CONDITIONS

### A. Representations

It is represented that the particulars and statements contained in the application are true and are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. However, this policy shall not be voided or rescinded and coverage shall not be excluded as a result of any untrue statement in the application, except as to those persons making such statement or persons having knowledge of its untruth.

### B. Territory

Coverage shall extend to any "Claim" or "Claims" made anywhere in the world against a "Member" for the "Wrongful Act" of such "Member", wherever committed, attempted or allegedly committed or attempted.

### C. Deductible

The company shall only be liable for that amount payable hereunder in settlement or satisfaction of "Claims" or judgments arising from any "Claim" which is in excess of the deductible amount stated in Item 4 of the Declarations. A single deductible shall apply to all amounts payable hereunder arising from all "Claims" alleging the same "Wrongful Act." The deductible will apply to both "Damages" as well as "Defense Costs" and fees.

### D. Limits of Liability

The limit is subject to the deductible, and unless otherwise specified elsewhere in this policy, the limit of liability as noted in Item 3 of the Declarations is the most we will pay for the sum of all settlements and judgments under this policy.

### E. Cooperation

The "Member" shall cooperate with the Company in any investigation, settlement or defense of a "Claim". The "Member's" cooperation shall include but not be limited to:

1. promptly sending the Company copies of any demands, notices, summonses and legal papers received in connection with a "Claim" or "Claims";
2. authorizing the Company to obtain records and other information;
3. assisting the Company in the enforcement of any right against any person or organization which may be liable to the "Member", and
4. attending hearings, trials, and depositions and securing and giving evidence and obtaining the attendance of witnesses.



F. Notice of Claim and Reporting Provisions

1. If the "Member":
  - a. receives written or oral notice from any party that it is the intention of such party to hold the "Member" responsible for a "Wrongful Act"; or
  - b. becomes aware of any circumstances which may subsequently give rise to a "Claim" being made against it for a "Wrongful Act";

The "Member" shall give written notice promptly to the Company. The "Claim" must result from a "Wrongful Act" that is committed during the policy period.

2. The "Member" shall, as a condition precedent to its rights under this policy, promptly give the Company written notice of any actual or potential "Claim" and shall give the Company such information and cooperation as it may reasonably require.
3. All correspondence relating to notice of a "Claim" or "Claims" or of circumstances which may result in a "Claim" or "Claims" should be directed to: NIAC, P.O. Box 8507, Santa Cruz, CA. 95061.

G. Changes

The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy.

H. Non-renewal

If the Company decides not to renew this coverage, it will mail or deliver to the first Named Insured written notice of the non-renewal not less than 60 days before the expiration date of the policy. The Company will mail or deliver its notice to the first Named Insured's last mailing address shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

I. Cancellation

1. The "Member" may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
2. The Company may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if the Company cancels for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if the Company cancels for any other reason.
3. The Company will mail or deliver its notice to the first Named Insured's last mailing address shown in the policy.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, the Company will send the first Named Insured any premium refund determined on a pro rata basis. The cancellation will be effective even if the Company has not made or offered a refund.



6. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the "Member's" rights of recovery therefore, and the "Member" shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the "Member".

K. Assignment

This policy and any and all rights hereunder are not assignable without the written consent of the Company.

L. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the "Member" has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated on the applicable contribution provision below.

a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such has paid its limit in full or the full amount of the loss is paid.

b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

2. No coverage shall be afforded by this policy if coverage for the "Claim"(s) is afforded under any other policy issued by the Nonprofits Insurance Alliance of California to the "Member" named in Item 1 of the Declarations.

M. Notice and Authority

It is agreed that the "Organization" first named in Item 1 of the Declarations shall act on behalf of the "Member" and all natural persons afforded coverage under this policy with respect to:

1. the giving and receiving of any return premiums that may become due under this policy;
2. the receipt and acceptance of any endorsements issued to form a part of this policy.

N. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the "Member's" obligation to pay shall have been finally determined either by judgment against the "Member" after actual trial or by written agreement of the "Member", the claimant and the Company.

O. Conformance To Statute

Terms of this policy which are in conflict with any statute are hereby amended to cover only those provisions and coverages as apply and conform to such statutes.

P. Jurisdiction

This policy, to the extent permitted by applicable law, shall be construed in accordance with the law of California.

Q. Arbitration

In consideration of the premium charged, it is hereby understood and agreed that this policy shall be deemed to have been executed in the State of California and any interpretation of the policy relating to the construction, validity and performance of the policy shall be made in accordance with the laws of the State of California.

It is further understood and agreed that all disputes which may arise under or in connection with this policy, including any determination of the amount of loss, shall be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. Unless otherwise agreed by the parties or ordered by a court of competent jurisdiction, the arbitration will be held in San Francisco, California, U.S.A. The award rendered by the arbitrator(s) shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof.



*A Head for Insurance. A Heart for Nonprofits.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(Broad Form)**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not apply to any claim or claims;

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material, including but not limited to:
1. nuclear material located at any nuclear facility owned by, or operated by or on behalf of, the Member or discharged or dispersed therefrom; or
  2. nuclear material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Member; or
  3. the furnishing by the Member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
  4. claims for damages to the Member or its Members which alleges, arises from, is based upon, is attributed to or in any way involves, directly or indirectly, the hazardous properties of nuclear material.
- B.
1. which is insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters or Nuclear Insurance Association of Canada or would be insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
  2. with respect to which (a) any person or Member is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Member or any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;



"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or devices is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located all operations conducted on such site and all-premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material.