



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2020

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

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

| | | |
|--|---|--------------------------------------|
| PRODUCER Pacific Horizon Insurance Services 1600 Harbor Bay Parkway Suite 130 Alameda, CA 94502 | CONTACT NAME: J. Gregory Dumas | |
| | PHONE (A/C, No, Ext): (510) 995-8033 | FAX (A/C, No): (510) 995-8919 |
| E-MAIL ADDRESS: gdumas@pacifichorizonins.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Philadelphia Insurance Co | | 18058 |
| INSURER B : Cypress Insurance Co (Berkshire) | | 10855 |
| INSURER C : Lloyds of London | | 15792 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

INSURED
 Point Quest, Inc. (et al)
 9355 East Stockton Blvd, Suite 225
 Elk Grove, CA 95624

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

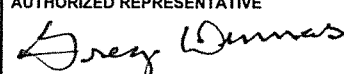
| INSR LTR | TYPE OF INSURANCE | ADDL/SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | |
|----------|--|---|-----|---------------------------|-------------------------|-------------------------|--|--|--|-------------------------------------|
| A | GENERAL LIABILITY | | | PHPK2029876 / PHPK2029881 | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$ 1,000,000 | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | |
| | <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 | | | |
| | <input checked="" type="checkbox"/> Commercial General | | Y | | | | PERSONAL & ADV INJURY \$ 1,000,000 | | | |
| | <input checked="" type="checkbox"/> Educators Professional | | | | | | GENERAL AGGREGATE \$ 3,000,000 | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | Educators Professiona \$ 5,000,000 | | | |
| A | AUTOMOBILE LIABILITY | | | PHPK2029876 / PHUB691241 | 09/01/2019 | 09/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ | | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | | | | PROPERTY DAMAGE (Per accident) \$ | | | |
| | | | | | | | Excess Auto Liability: \$ 4,000,000 | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | PHUB691241 | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$ 4,000,000 | | | |
| | <input checked="" type="checkbox"/> EXCESS LIAB | <input checked="" type="checkbox"/> OCCUR | Y | | | | AGGREGATE \$ 4,000,000 | | | |
| | | <input type="checkbox"/> CLAIMS-MADE | | | | | \$ | | | |
| | DED | RETENTION \$ | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | POWC124103 | 01/01/2020 | 01/01/2021 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | | | | E.L. EACH ACCIDENT \$ 1,000,000 | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | Y | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | |
| C | Sexual Misconduct & Molestation: | | Y | AC1905333 | 11/08/2019 | 11/08/2020 | Limits of Liability: \$4,000,000 | | | |

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

EVIDENCE OF COVERAGE; and if required under a written contract, agreement or permit, the CERTIFICATE HOLDER and its members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees are also included as an ADDITIONAL INSURED per Policy Endorsement (please see attached) but only with respect to liability as a funding and/or placement source for the NAMED INSURED.

UMBRELLA & EXCESS LIABILITY includes: Commercial General Liability, Business Auto Liability, and Employer's Liability as part of Workers Compensation.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|--|
| Mt Diablo Unified School District 1936 Carlotta Drive, Wing D 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  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED

| | | |
|---|--------------------------------------|----------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> | <i>Named Insured</i> |
| Pol# 0100075991-0 | 11/08/2018 - 11/08/2019 | Point Quest, Inc. |
| <i>Additional Premium:</i> | <i>Return Premium:</i> | |

This endorsement modifies insurance provided under the following:

ALLIED HEALTH GENERAL LIABILITY COVERAGE

SCHEDULE

| |
|---|
| Mt. Diablo Unified School District / SELPA |
|---|

- A. **SECTION II - WHO IS AN INSURED** is amended to include the person or organization shown in the above Schedule as an Additional Insured but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" for the Additional Insured.
- B. The insurance provided to the Additional Insured under this endorsement is limited as follows:
 - 1. This coverage does not apply to "bodily injury" or "property damage":
 - a. Arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured;
 - b. To any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury.
 - 2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
 - 3. A person's or organization's status as an Additional Insured under this endorsement ends when "your work" for that Additional Insured is completed.
- C. Duties of the Additional Insured in the event of "occurrence", claim or "suit":
 - 1. The Additional Insured must promptly give notice of an "occurrence", a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.
 - 2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

| Job Description | Waiver Premium |
|------------------------|-----------------------|
| All CA Operations | \$2,513 |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2019

Policy No. POWC019172

Endorsement No.

Insured Point Quest, Inc.

Premium \$

Insurance Company Cypress Insurance Company

Countersigned by _____



Umbrella Prime[®]
Commercial Umbrella Liability Policy With CrisisResponse[®]

DECLARATION

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- | | |
|--|---|
| <input type="checkbox"/> AIG Property Casualty Company | <input type="checkbox"/> Illinois National Insurance Company |
| <input type="checkbox"/> American Home Assurance Company | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburg, Pa. |
| <input type="checkbox"/> AIG Assurance Company | <input type="checkbox"/> New Hampshire Insurance Company |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania |
| <input type="checkbox"/> Granite State Insurance Company | |

(each of the above being a capital stock company)
Administrative / Mailing Address: 175 Water Street, New York, NY 10038
Telephone No. 212-458-5000

POLICY NUMBER: 29-UD-025005656-0 000 **RENEWAL OF:**

ITEM 1. NAMED INSURED: POINT QUEST, INC.
MAILING ADDRESS: 6600 44TH STREET, SACRAMENTO, CA 95824

ITEM 2. POLICY PERIOD: FROM: 09/01/2018 **TO:** 09/01/2019

(At 12:01 A.M. standard time, at the address of the Named Insured stated above.)

ITEM 3. LIMITS OF INSURANCE:

The Limits of Insurance, subject to all the terms of this policy, are:

| | | |
|----|-------------|--|
| A. | \$5,000,000 | Each Occurrence |
| B. | \$5,000,000 | General Aggregate (in accordance with Section IV. Limits of Insurance) |
| C. | \$5,000,000 | Products-Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance) |
| D. | \$250,000 | CrisisResponse Sublimit of Insurance |
| E. | \$50,000 | Excess Casualty CrisisFund Limit of Insurance |

ITEM 4. SCHEDULED UNDERLYING INSURANCE: See Schedule of Underlying Insurance

ITEM 5. SELF-INSURED RETENTION: \$10,000 Each Occurrence

ITEM 6. PREMIUM AND PREMIUM COMPUTATION

| | |
|---------------------------------|----------------|
| ESTIMATED TOTAL ANNUAL EXPOSURE | NOT APPLICABLE |
| RATE PER | FLAT |
| MINIMUM PREMIUM | \$13,515 |
| ADVANCE PREMIUM | \$13,515.00 |

ITEM 7. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE

PRODUCER NAME: CARE PROVIDERS INSURANCE SERVICES LLC
ADDRESS: 16301 QUOROM DR SUITE 130B, ADDISON, TX 75001-0000

Insured: Point Quest Education
Policy #: 02-LX-012120084-01
Policy Term: 09/01/18 - 09/01/19

COMMERCIAL GENERAL LIABILITY
118392 04/15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Social Service GL Enhancement Endorsement

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

SOCIAL SERVICES GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

under this policy.

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

This endorsement modifies insurance provided under the

following: **COMMERCIAL GENERAL LIABILITY COVERAGE**

FORM

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

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Legal Liability Extension – For fire, lightning, explosion, smoke, and leaks from sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised or videotaped publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion
- V) Employee Criminal Defense Costs Only Coverage - \$25,000 limit of insurance – each "criminal proceeding"

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A) MEDICAL PAYMENTS

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

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

B) SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

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

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

1. The last paragraph of Section I – Coverage A – 2. Exclusions, is deleted and replaced by the following:

Exclusions c. through n. does not apply to:

- a. damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
 - b. damage caused by a resident;
- to premises rented to you or temporarily occupied by you with the permission of the owner.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

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

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

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

to premises, rented to you or temporarily occupied by you with the permission of the owner. Damage To Premises Rented To You Limit is the greater of:

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

D) WHO IS AN INSURED

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

2. Each of the following is also an insured, but only while working within the scope of their duties related to the conduct of your business;
 - a. "Employees", but only for acts within the scope of their employment by you;
 - b. "Volunteer Workers";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

c. Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insureds for: (1) "Bodily injury" or "personal and advertising injury":

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- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" or independent contractors while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" or independent contractors as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", independent contractors, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- d. Medical directors and administrators, including professional persons;
 - e. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors;
 - f. If you are a limited liability company, your members are insureds, but only with respect to their duties related to the conduct of your business;
 - g. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;
 - h. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own maintain or control while you lease or occupy these premises.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - i. Any State or Political Subdivision subject to the following provision:

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

 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
 However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- j. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;

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- k. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
- l. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
- m. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

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

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

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

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

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

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

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

F) ADVERTISING INJURY – TELEVISED OR VIDEOTAPED PUBLICATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- 2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are changed to read:

- b. "Personal and advertising injury" arising out of oral, written, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- c. "Personal and advertising injury" arising out of oral, written, televised, or videotaped publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of "bodily injury" is changed to read: "Bodily Injury" means:

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

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

I) LIBERALIZATION

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

J) EXTENDED "PROPERTY DAMAGE"

SECTION I – Coverages, Coverage A, 2. Exclusions, a. is deleted and replaced by the following: a. **Expected or Intended Injury**

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

K) PREMISES SOLD OR ABANDONED BY YOU

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

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

L) ADDITIONAL INSURED – FUNDING SOURCE

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES Under SECTION II – Who is an Insured, the following is added:

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

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- b. Structural alteration, new construction, or demolition operations performed by or on behalf of that

person or organization.

N) ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and
 - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
 - a) This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
 - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

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

2. The General Aggregate Limit is the most we will pay for the sum of:

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- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
- c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V – DEFINITIONS, is amended by adding the following:
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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P) BLANKET SPECIAL EVENTS

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

- a) Parades
- b) Aircraft
- c) Motorcycle runs and automobile rallies
- d) Fireworks
- e) Firearms
- f) Animals
- g) Carnivals and fairs with mechanical rides
- h) Concerts
- i) Events including contact sports
- j) Rodeos
- k) Political rallies
- l) Any event lasting more than three (3) days (including otherwise acceptable events)
- m) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

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

Q) NON-OWNED WATERCRAFT

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

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

- (a) Less than 65 feet long, and
- (b) Not being used to carry persons or property for a charge;

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

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

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R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets the underwriting criteria it will be done at no additional charge.

S) WAIVER OF IMMUNITY

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

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

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

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

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- 2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to Section I – Coverages – Coverage A-2. Exclusions:
This insurance does not apply to:
- a) Liability arising out of the willful or intentional violation of "Rights of Residents."
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of "residents."
- 3) As respects the violation of "Rights of Residents" Coverage, the following definition is added to Section V – Definitions:
"Rights of residents" means:
- a. Any right granted to a resident under any state law regulating your business as a health care facility.
 - b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR FUNDRAISING EVENTS

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

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

V. EMPLOYEE CRIMINAL DEFENSE COSTS ONLY COVERAGE

1. The following provision is added to the Policy:

Employee Criminal Defense Costs Only

Coverage

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

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

This insurance does not apply to:

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a. Coverage Provided Under Coverages A or B

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

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b. Damages, Fines or Penalties

Any damages, fines or penalties.

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

Coverage:

a. "Criminal proceeding" means:

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

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

b. "Defense costs" means

- (1) Reasonable attorney fees (including fees for the services of paralegals, law clerks and/or investigators working under the direction of said attorney); and
- (2) Reasonable and necessary costs, excluding loss of income.

5. Under no circumstances will "defense costs" payable under this Employee Criminal Defense

Costs Only Coverage be payable as Supplementary Payments under Coverages A or B.

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

Authorized Representative

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