



**Insurer:** Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
NAIC #: 18058

**Contact:** CPH Insurance, 800-875-1911, info@cphins.com

## Certificate of Liability Insurance

*Date issued: 12/13/2024*

### Named Insured:

Andrea J Barker  
3696 Virgin Islands Court,  
Pleasanton, CA 94588

**Policy #:** AR396711

**Policy Term:** 12/13/2024 - 12/13/2025

**Occupation:** Board Certified Behavior  
Analyst

### Covered Locations

**Professional Liability:** Portable Coverage, not location specific

**Commercial General Liability:** 1936 Carlotta Drive, Concord, CA 94519

<b>Coverage Type</b> <small>(Occurrence Form)</small>	<b>Limits of Liability</b> <small>(Per Claim/Total Per Year)</small>
Professional Liability	\$1,000,000/\$3,000,000
Supplemental Liability	\$1,000,000/\$3,000,000
Licensing Board Defense	\$35,000
Commercial General Liability	\$1,000,000 / \$3,000,000
Fire/Water Legal Liability	\$250,000
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage <i>(for false allegations)</i>

Authorized Representative

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

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

**Additional Insured Endorsement**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL  
AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

In consideration of the premium paid, this policy is amended as follows:

**Mount Diablo Unified School District** is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Mount Diablo Unified School District**.

Additional Insured Name and Mailing Address:  
Mount Diablo Unified School District

1936 Carlotta Drive Concord, CA  
Concord, CA , 94519

All other terms and conditions of this policy remain unchanged.

Policy #: AR396711  
Effective on or after: 12/13/2024  
Issued to: Andrea J Barker  
Expiration date: 12/13/2025



## AUTOMOBILE POLICY PACKET

JOHN R ANDERSEN  
3696 VIRGIN ISLANDS CT  
PLEASANTON CA 94588-5229

GAR 01847 68 63 7102 8

POLICY PERIOD: EFFECTIVE NOV 19 2024 TO MAR 25 2025

### IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Check your vehicle for a safety recall today! Visit [www.usaa.com/autorecall](http://www.usaa.com/autorecall) to learn more.

An Accident Report form is enclosed to assist you in the event you have an accident, your vehicle is disabled or you need a rental car. Please keep the form in your vehicle.

Your safety matters to USAA. Visit <http://usaa.com/autoadvice> for our latest auto insurance and driving safety tips.

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

**To receive this document and others electronically, or manage your Auto Policy online, go to [usaa.com](http://usaa.com).**

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 21253

JOHN R ANDERSEN  
ANDREA J BARKER  
3696 VIRGIN ISLANDS CT  
PLEASANTON CA 94588-5229JOHN R ANDERSEN  
ANDREA J BARKER  
DANIELA PARADA VITOLA

Insurance Company

GARRISON PROP AND CAS INS CO

Policy Number	Effective Date	Expiration Date
01847 68 63R 7102 8	11/19/24	03/25/25

Vehicle Make/Vehicle Identification Number	Year
CHEV 1G1RB6E4XDU125417	2013

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

**California Evidence of Financial Responsibility****Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

**California Automobile Insurance Identification Cards**

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA 1 Rev. 06-13

11/18/24

55047-0513\_02

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 21253

JOHN R ANDERSEN  
ANDREA J BARKER  
3696 VIRGIN ISLANDS CT  
PLEASANTON CA 94588-5229JOHN R ANDERSEN  
ANDREA J BARKER  
DANIELA PARADA VITOLA

Insurance Company

GARRISON PROP AND CAS INS CO

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**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288



**GARRISON PROPERTY and CASUALTY  
INSURANCE COMPANY**

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

CALIFORNIA AUTO POLICY  
AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I  
AMENDMENT TO

State	07 08 09	Veh	POLICY NUMBER
CA	727 727 727	<del>12R</del>	01847 68 63R 7102 8
POLICY PERIOD: (12:01 A.M. standard time)			
<b>EFFECTIVE NOV 19 2024 TO MAR 25 2025</b>			
OPERATORS			
01 JOHN R ANDERSEN			
03 ANDREA J BARKER			
10 DANIELA PARADA VITOLA			

**Named Insured and Address**

JOHN R ANDERSEN  
3696 VIRGIN ISLANDS CT  
PLEASANTON CA 94588-5229

**Description of Vehicle(s)**

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORKSCHOOL
							SYM	Miles One Way / Days Per Week
07	16	MAZDA	CX-5	4D	7000	JM3KE2DY6G0666738	P	
08	17	ACURA	RDX ADV PKG	4D	5000	5J8TB4H74HL011921	P	
09	13	CHEV	VOLT 4D PRM	4D	5000	1G1RB6E4XDU125417	P	

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Plasure

VEH 07 PLEASANTON CA 94588-5229      VEH 09 PLEASANTON CA 94588-5229  
VEH 08 PLEASANTON CA 94588-5229

**This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.**

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH 07		VEH 08		VEH 09		VEH	
	D=DED	6-MONTH PREMIUM	D=DED	6-MONTH PREMIUM	D=DED	6-MONTH PREMIUM	D=DED	6-MONTH PREMIUM	D=DED	PREMIUM
	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$	AMOUNT	\$
<b>PART A - LIABILITY</b>										
BODILY INJURY	EA PER \$	30,000								
	EA ACC \$	60,000		162.27		76.24		72.15		
PROPERTY DAMAGE	EA ACC \$	5,000		145.30		70.51		60.96		
<b>PART C - UNINSURED MOTORISTS</b>										
BODILY INJURY	EA PER \$	20,000								
	EA ACC \$	40,000		67.77		42.16		39.50		
WAIVER OF COLL DEDUCTIBLE				2.72		1.69		1.58		
<b>PART D - PHYSICAL DAMAGE COVERAGE</b>										
COMPREHENSIVE LOSS	ACV LESS	D1000	67.44	D1000	63.02	D1000	46.93			
COLLISION LOSS	ACV LESS	D1000	315.80	D1000	188.41	D1000	163.09			
TOWING AND LABOR			11.33		11.33		11.33			
<b>VEHICLE TOTAL PREMIUM</b>				772.63		453.36		395.54		
-----ADJUSTMENT REASON-----										
CHANGE IN OPERATOR STATUS OP 01    ADDED VEH 09										
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)										

VEH 07 08 09 ADDNL INTEREST - CO-OWNER ANDREA J BARKER,  
PLEASANTON, CA ENDT A073 APPLIES

ENDORSEMENTS: ADDED 11-19-24 - NONE

REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - A073(05) A132(02) A200CA(01)  
RSGPCW(01) 5100CA(02)

INFORMATION FORMS: 88356(01)

VEH 07	RSF04000N	VEH 08	RMM33000N	VEH 09	RMF28000N
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In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,  
on this date      NOVEMBER 18, 2024

*Kelly Armstrong*      *Randy Temeer*  
Kelly Armstrong, Secretary      Randy Temeer, President



GARRISON PROPERTY and CASUALTY INSURANCE COMPANY

(A Stock Insurance Company) 9800 Fredericksburg Road - San Antonio, Texas 78288 CALIFORNIA AUTO POLICY AMENDED DECLARATIONS (ATTACH TO PREVIOUS POLICY)

Table with columns: State (CA), Veh (Tr), POLICY NUMBER (01847 68 63R 7102 8), POLICY PERIOD: (12:01 A.M. standard time), EFFECTIVE NOV 19 2024 TO MAR 25 2025

Named Insured and Address JOHN R ANDERSEN 3696 VIRGIN ISLANDS CT PLEASANTON CA 94588-5229

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE \* (SYM), WORK/SCHOOL Miles One Way, Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE), VEH (D=DED AMOUNT, PREMIUM \$), VEH (D=DED AMOUNT, PREMIUM \$), VEH (D=DED AMOUNT, PREMIUM \$), VEH (D=DED AMOUNT, PREMIUM \$). Includes rows for revised 6 month premium, CA fraud assessment fee adjustment, and excluded coverages (VEH 07-09).

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,

on this date NOVEMBER 18, 2024

Kelly Armstrong, Secretary; Randy Temeer, President



**SUPPLEMENTAL INFORMATION**

**EFFECTIVE NOV 19 2024 TO MAR 25 2025**

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 07	
ANNUAL MILEAGE DISCOUNT	-\$ 124.52
GOOD DRIVER DISCOUNT	-\$ 193.15
OPERATOR 10	
MULTI-CAR DISCOUNT	-\$ 67.69
MULTI-POLICY DISCOUNT	-\$ 127.06
HOME	
VEHICLE 08	
ANNUAL MILEAGE DISCOUNT	-\$ 117.61
GOOD DRIVER DISCOUNT	-\$ 113.33
OPERATOR 01	
MULTI-CAR DISCOUNT	-\$ 37.65
MULTI-POLICY DISCOUNT	-\$ 70.68
HOME	
PREMIER OPERATOR DISCOUNT	-\$ 125.03
VEHICLE 09	
ANNUAL MILEAGE DISCOUNT	-\$ 101.57
GOOD DRIVER DISCOUNT	-\$ 98.89
OPERATOR 03	
MULTI-CAR DISCOUNT	-\$ 32.21
MULTI-POLICY DISCOUNT	-\$ 60.46
HOME	
PREMIER OPERATOR DISCOUNT	-\$ 106.96





9800 Fredericksburg Road  
San Antonio, Texas 78288

GAR

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PAGE 7

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## ACCIDENT REPORT FORM

The accident report form is a useful tool to assist you in the event you have an accident, loss, you are injured, your vehicle is disabled or you need a rental car.

Please place a copy of this form in each of your vehicles as a reference tool to help you remember information necessary in processing your claim.

In the event of an accident, there are several things to remember:

- ◆ **Move to a safe location** if you or your car is creating a safety hazard or if you're concerned with your safety.
- ◆ **Do not leave the scene of the accident** until you have exchanged contact information with the others involved.
- ◆ **Call the police** and follow their instructions.
  - **Call 911** if there are any injuries
  - In minor accidents, the police may instruct you to exchange information and then contact your insurance company
- ◆ **Do not discuss who is at fault** with other parties.
- ◆ **Do not disclose your policy details.** You should only share your drivers license number, that you're insured with USAA, provide your member and USAA's phone number.
- ◆ **Collect as much information as you can** about the other drivers using the form below.

By contacting USAA at [usaa.com](http://usaa.com) or by phone at **1-800-531-8722 (USAA)** you can:

- ◆ **Report your claim.**
- ◆ **Request a tow** from the scene of the accident. If your vehicle has already been moved for storage or safety, we can assist you in having your vehicle towed from the storage location.
- ◆ **Reserve a rental vehicle.**
- ◆ **Arrange your repairs.** You have the right to select the repair shop of your choice. If you are uncertain where to have your damaged vehicle repaired, USAA can assist you in selecting a repairer in the USAA's STARS<sup>1</sup> auto repair network convenient to your business or home. If you select the STARS option, repairs will be warranted for as long as you own the vehicle.

If you are not injured and can exchange information with the other driver(s), we ask that you attempt to collect the following information to assist in expediting your claim. (Use the other side of this form for more room if necessary.)

LOSS INFORMATION	
Date of Accident: _____	Street/Location: _____
Time of Accident: _____	City and State: _____
Police/Sheriff Dept. _____ Report #: _____	
OTHER VEHICLES AND PARTIES	
Name of Driver: _____	Name of Driver: _____
Address, City, St: _____	Address, City, St: _____
Drivers License Number: _____ State: _____	Drivers License Number: _____ State: _____
Phone Number: _____ Insurance Co.: _____	Phone Number: _____ Insurance Co.: _____
Policy Number: _____	Policy Number: _____
Vehicle License Number: _____ State: _____	Vehicle License Number: _____ State: _____
Year of Vehicle: _____ Make _____ Model _____	Year of Vehicle: _____ Make _____ Model _____
Passengers (y/n): _____ How Many: _____ Injuries (y/n): _____	Passengers (y/n): _____ How Many: _____ Injuries (y/n): _____
Passenger Names: _____	Passenger Names: _____
Witnesses: _____	Witnesses: _____

<sup>1</sup>STARS facilities are part of USAA's repair network program and warrant repairs for as long as you own your vehicle. Regardless of where you have your vehicle towed after an accident, you are entitled to have your vehicle repaired at the shop of your choice.

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## Policy Number: AR396711

### Professional Liability Insurance Application for Allied/Mental Health Individuals

Today's Date: 12/13/2024

Effective Date: 12/13/2024

#### CPH Insurance

711 S. Dearborn Suite 205  
Chicago, IL 60605  
Telephone: 800-875-1911  
Fax: 312-987-0902  
Email: [info@cphins.com](mailto:info@cphins.com)

## Personal Information

<b>Full Name</b>	Andrea Barker	<b>Phone Number</b>	510-830-6177
<b>Address</b>	3696 Virgin Islands Court	<b>Address Line 2</b>	
<b>City</b>	Pleasanton	<b>State</b>	CA
<b>Zip Code</b>	94588	<b>Email</b>	andibarker@gmail.com
<b>Occupation</b>	Board Certified Behavior Analyst	<b>Professional Association</b>	NSP
<b>State of Residence</b>	CA		
<b>Own a corporation or LLC?</b>	No		
<b>Do you need to add a DBA to this this policy?</b>	No		

<b>Adoption Services Question</b>	<b>Yes</b>	<b>No</b>
Are you providing home studies and/or foster care/adoption placement services?		X
<b>Respite/Companion Care Services Question</b>	<b>Yes</b>	<b>No</b>
Do you provide respite care, homemaker or companion services?		X
<b>Qualification Questions</b>	<b>Yes</b>	<b>No</b>
Has any board investigation, claim, or suit ever been brought against you? Are you aware of any incident or existing circumstances that might reasonably lead to a board complaint, claim, or suit?		X

**Professional Liability Limits:**

<b>Per incident limit</b>	\$1,000,000
<b>Aggregate limit</b>	\$3,000,000
<b>Employment Category</b>	Both
<b>Hours</b>	Category B: 11-20 hours a week self employed
<b>Base PL Premium</b>	\$180.00

**Additional Insureds:**

<b>Additional Insured Added</b>	Yes
<b>Name</b>	Mount Diablo Unified School District
<b>Attention</b>	
<b>Mailing Address</b>	1936 Carlotta Drive Concord, CA, Concord, CA 94519
<b>Relationship</b>	Employer
<b>Additional Insured Premium</b>	\$18.00

**Other Coverages:**

<b>General Liability Added</b>	Yes
<b>General Liability Limits</b>	\$1,000,000 each occurrence    \$3,000,000 aggregate
<b>General Liability Premium</b>	\$182.00
<b>Property Added</b>	No
<b>Premises Address(es)</b>	1. 1936 Carlotta Drive, Concord, CA 94519

<b>State Licensing Board Increase</b>	No
<b>State Licensing Board Amount</b>	\$35,000
<b>State Licensing Board Additional Premium</b>	\$0.00

<b>Add Cyber Liability Coverage</b>	No
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<b>Add Occupation(s)</b>	No
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<b>Sexual Misconduct Coverage</b>	No
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**Discounts Taken:**

<b>Risk Management</b>	Yes
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**Premium Information:**

<b>Professional Liability Base Premium:</b>	\$180.00
<b>Discounts</b>	
<b>Online Discount:</b>	\$9.00
<b>Risk Management Discount:</b>	\$18.00
<b>Additional Insured Premium:</b>	\$18.00
<b>Professional Liability <u>SUBTOTAL</u>:</b>	\$171.00
<b>General Liability Premium:</b>	\$182.00
<b>Taxes (if applicable):</b>	\$0.00
<b>Administrative Fee:</b>	\$20.00
<b>Total Charged:</b>	373.00

## **CONSUMER DISCLOSURE AND CONSENT TO ELECTRONIC FORM AND DELIVERY OF INSURANCE DOCUMENTS AND COMMUNICATIONS**

The CPH Insurance Insurance Agency Inc would like to provide all insurance policies, endorsements and other related documents to you electronically. Electronic delivery will not apply to any non-renewal notice or cancellation notice we may send to you, in the event such notice is ever necessary

By accepting the terms of this Disclosure and Consent Form, you will not receive a paper copy of any communication or document except for the ones stated above. Please read the information below and if you agree to the following terms and conditions, including the receipt of written communications electronically, please confirm your agreement by clicking the "I Accept" button once you have read the Disclosure and Consent Form.

### **Requesting Paper Copies**

You may at any time request a paper copy, without charge, of any communication or document provided to you or made available to you electronically through email by following the instructions in the How to Contact Us section below. *Please include your policy or account number in your communication to us.*

### **Electronic Notifications of Policy Expiration**

CPH & Associates may use autodialed and/or pre-recorded calls and text messages to cell phones (and for pre-recorded and artificial voice calls to residential land lines) for insurance policy expiration notices. Submitting this form constitutes your express consent to receive these calls and/or text messages.

### **Withdrawing Consent**

You may at any time withdraw your consent to receive communications in electronic form, without charge, by contacting us and requesting paper documents and communications going forward by following the instructions in the How to Contact Us section below. Withdrawal of your consent will be effective within 15 days of the date your withdrawal request is received. *Please include your policy or account number in your communication to us.*

### **Updating Your Email Address**

If you have a new e-mail address, please let us know immediately to ensure that you receive policies and other related documents in a timely manner by following the instructions in the How to Contact Us section below. In your communication to us, please provide your previous email address as well as your new email address. Any change in your email address for the delivery of documents will be effective within 15 days of the date your email address change request is received. *Please include your policy or account number in your communication to us.*

### **How to Contact Us**

You may contact us by email or by United States Postal Service mail to update your information, request paper copies, or withdraw consent to receive policies and other related documents electronically. *Please include your policy or account number in your communication to us.*

**Email:** info@cphins.com

**USPS Mailing Address:** CPH Insurance | 711 S. Dearborn St, Ste. 205 | Chicago, IL 60605

## Minimum Hardware and Software Requirements

By signing this consent, you acknowledge and agree to maintain the following minimum hardware and software requirements:

- | Operating Systems: Windows® XP; Windows Vista™; Windows® 7; Windows® 8; Mac OS X®
- | Browsers: Final release versions of Internet Explorer® 7.0 or above (Windows only); Mozilla® Firefox® 15.0 or above (Windows and Mac); Safari™ 6.0 or above (Mac OS only); Google Chrome® 20.0 or above (Windows and Mac).
- | Mobile Applications: Apple iOS® 6.0 and above. Android™ 2.3 or above
- | Needed Software/Electronic Document Formats: Use of Adobe Acrobat Reader or equivalent for PDF files; Word program for Word files; The Adobe Reader software is available free of charge from Adobe's website [www.adobe.com](http://www.adobe.com)
- | Mobile Sending: Apple iOS® 6.0 and above. Android™ 2.3 or above.
- | Screen Resolution: 1024 x 768 minimum
- | Enabled Security Settings: Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection.
- | Pre-release (i.e. beta) versions of operating systems and browsers are not supported

For you to be able to view and retain insurance policies and other insurance documents delivered to you electronically by us or your agent, you must have (a) a computer, iPad, or other electronic device that has access to the internet; (b) a valid e-mail address; (c) an operational program installed on your computer, iPad, or other electronic device capable of receiving e-mail; (d) an operational program installed on your computer, iPad, or other electronic device that will permit you to view a document in Adobe Acrobat Reader; and (e) a hard drive, thumb drive, or other device included within or attached to your computer, iPad, or other electronic device to which a document in the above format may be permanently downloaded.

\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (i.e. beta) versions of operating systems and browsers are not supported.

## Acknowledging Your Access and Consent to Receive Communications Electronically

If you consent to receive insurance policies, endorsements and other related documents exclusively in electronic format during the course of our relationship with you and in accordance with the terms and conditions described above, please let us know by clicking the "I Accept" button below. If you do not agree to the Terms and Conditions of this Disclosure and Consent Form, you understand that you should not select "Accept" and you should close this document window by clicking the X in the upper right corner.

By clicking the "I Accept" button, you acknowledge that you:

- | Reviewed the Disclosure and Consent Form and understand its contents;
- | Can access and retain electronic documents in the format described in the Disclosure and Consent Form;
- | Consent to having the insurance documents described in the Disclosure and Consent Form delivered to you electronically at the e-mail address you furnish;
- | Acknowledge that your insurance policy and the other documents described in the Disclosure and Consent Form will be deemed to have been delivered to you when sent to the e-mail address you furnish.

I, **Andrea Barker**, have read and understand the terms and conditions set forth in this Disclosure and Consent Form on **12/13/2024**.

## **FRAUD STATEMENT AND SIGNATURE SECTIONS**

**The Undersigned states that they/ them are an authorized representative of the Applicant and declares to the best of their knowledge and belief and after reasonable inquiry, that the statements set forth in this Application (and any attachments submitted with this Application) are true and complete and may be relied upon by Company \* in quoting and issuing the policy. If any of the information in this Application changes prior to the effective date of the policy, the Applicant will notify the Company of such changes and the Company may modify or withdraw the quote or binder.**

**The signing of this Application does not bind the Company to offer, or the Applicant to purchase the policy.**

**\*Company refers collectively to Philadelphia Indemnity Insurance Company and Tokio Marine Specialty Insurance Company**

**VIRGINIA APPLICANT: READ YOUR POLICY. THE POLICY OF INSURANCE FOR WHICH THIS APPLICATION IS BEING MADE, IF ISSUED, MAY BE CANCELLED WITHOUT CAUSE AT THE OPTION OF THE INSURER AT ANY TIME IN THE FIRST 60 DAYS DURING WHICH IT IS IN EFFECT AND AT ANY TIME THEREAFTER FOR REASONS STATED IN THE POLICY.**

## **FRAUD NOTICE STATEMENTS**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE (OR STATEMENT OF CLAIM) CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES).(NOT APPLICABLE IN AL, AR, CA, CO, DC, FL, KS, KY, LA, ME, MD, NJ, NM, NY, OH, OK, PA, RI, TN, VA, VT, WA AND WV).

**APPLICABLE IN AL, AR, LA, MD, NM, RI AND WV:**ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND/OR CONFINEMENT IN PRISON (IN ALABAMA, MAYBE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF).

**APPLICABLE IN CALIFORNIA:** FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDLENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

**APPLICABLE IN COLORADO:**IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**APPLICABLE IN DISTRICT OF COLUMBIA:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**APPLICABLE IN FLORIDA:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.



**APPLICABLE IN KANSAS:**AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

**APPLICABLE IN KENTUCKY:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSONS FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**APPLICABLE IN MAINE:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**APPLICABLE IN NEW JERSEY:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**APPLICABLE IN OHIO:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**APPLICABLE IN OKLAHOMA:**WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**APPLICABLE IN PENNSYLVANIA:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**APPLICABLE IN VERMONT:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

**APPLICABLE IN NEW YORK:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION. THIS APPLIES TO AUTO INSURANCE. THIS APPLIES TO AUTO INSURANCE.

Andrea Barker

**Applicant's Signature**

12/13/2024

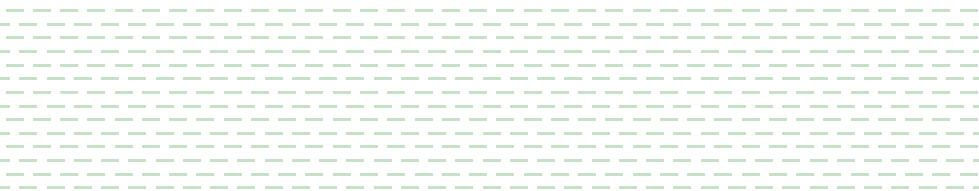
**Date Signed**



# ***Policy Package***

## **Professional Liability Insurance**

Outpatient Allied & Mental Health



Underwritten by:



**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

PHCP-01 (3-01)

**ALLIED HEALTHCARE PROFESSIONAL AND SUPPLEMENTAL  
LIABILITY INSURANCE POLICY DECLARATIONS  
DECLARATIONS**

Policy Number: AR396711

Philadelphia Indemnity Insurance Company

Insured's Name and Mailing Address:

Andrea J Barker  
3696 Virgin Islands Court  
Pleasanton, CA 94588

Administered by: CPH Insurance Agency Inc.

Affiliation: NSP

Professional Occupation: Board Certified Behavior Analyst

Coverage Term From: (Effective Date) 12/13/2024 To: (Expiration Date) 12/13/2025  
at 12:01 A.M. Standard Time at the Insured's Mailing Address shown above.

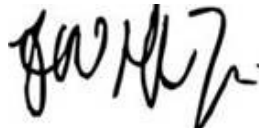
COVERAGE A - PROFESSIONAL LIABILITY COVERAGE	LIMITS OF LIABILITY	PREMIUM
Individual - Each Incident:	\$1,000,000	\$171.00
Aggregate:	\$3,000,000	
Association, Partnership or Corporation - Each Incident:	\$N/A	
Aggregate:	\$N/A	
COVERAGE B - SUPPLEMENTAL LIABILITY COVERAGE		(Included)
Each Incident:	\$1,000,000	
Aggregate:	\$3,000,000	
STATE LICENSING BOARD INVESTIGATION DEFENSE COVERAGE		\$0.00
Each Incident:	\$35,000	
Aggregate:	\$35,000	
COMMERCIAL GENERAL LIABILITY COVERAGE		\$182.00
Each Incident:	\$1,000,000	
Aggregate:	\$3,000,000	

Total \$ 353.00

Policy Forms and Endorsement: PI-PHCP-02 (10/16) PI-PHCP-05 (03/01)  
PI-PHCP-011 (07/10) PI-BELL-1 (11/09) PI-CME-1 (10/09) PI-PHCP-CA-1 (07/10) IL  
N 177 09 12

Please report Claims to either your Agent or directly to the Company

Countersigned 12/13/2024 by



Date

Authorized Signature



## Telehealth Coverage

We are pleased to inform you that the policy with CPH Insurance does not specifically exclude telehealth, and there is no additional endorsement required, provided that such services are permitted under your state's law. You should confirm with your state licensing board and the licensing board of any states you may be providing services in, that they also allow telehealth services to be provided.

Your professional liability is portable coverage which will follow you wherever you are legally able to provide services within the US. It is important to read your policy's exclusions and definitions.

## ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine **your** rights, duties and what is and is not covered. Words in bold have specific meanings defined within this policy. Refer to **SECTION V – DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon all statements and information furnished to **us**, including all statements made in the application form, its attachments and the material incorporated therein, **we** agree as follows:

### SECTION I – COVERAGE

#### A. ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY

##### 1. Insuring Agreements

###### a. Coverage A – Professional Liability

**We** will pay on **your** behalf those sums that **you** become legally obligated to pay as **damages** because of a **professional incident** that takes place in the **coverage territory** and occurs during the policy period. The **professional incident** must result from the practice of the profession shown in the Declarations. This includes services performed by **you** as a member of a credentialing group or utilization review panel, as a case management reviewer or clinical evaluator, or as a member of a board or committee of a hospital or professional society where similar services are performed by **you**.

###### b. Coverage B – Supplemental Liability

###### (1) Bodily Injury and Property Damage Coverage

**We** will pay on **your** behalf those sums that **you** become legally obligated to pay as **damages**, other than those for which coverage is provided under Coverage A, for **bodily injury** or **property damage** that takes place in the **coverage territory** and occurs during the policy period. It must result from a **professional incident** that arises out of the profession shown in the Declarations.

###### (2) Personal Injury Coverage

**We** will pay on **your** behalf those sums that **you** become legally obligated to pay as **damages**, other than those for which coverage is provided under Coverage A, for **personal injury** that takes place in the **coverage territory** and occurs during the policy period. It must result from a **professional incident** that arises out of the profession shown in the Declarations.

##### 2. Exclusions

This insurance does not apply to **claims** or **suits** for **damages**:

- a. Arising out of any occupation, business, profession, or personal activity other than the profession specified in the Declarations;

- b. Arising out of any liability **you** assume under any contract or agreement. This exclusion does not apply to:
- (1) Liability **you** assume under a contract with a health maintenance organization, preferred provider organization, independent practice association, or any other similar organization; but only for such liability as is attributable to **your** alleged negligence; or
  - (2) A warranty of fitness or quality of any therapeutic agents or supplies **you** have furnished or supplied in connection with treatment **you** have provided;
- c. Arising out of any liability **you** have as a proprietor, owner, superintendent, director, partner, manager, administrator or executive officer of any hospital, nursing home, medical clinic, health maintenance organization, managed care facility, sanitarium, or any other facility with bed and board arrangements;
- d. Arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by, or rented or loaned to **you**. Use includes operation and **loading or unloading**;
- e. Arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician in **your** normal course of practice;
- f. Arising out of **your** intentional wrongful acts;
- g. Arising out of injury to **you** or any consequential injury to **your** spouse, child, parent, brother or sister. This exclusion applies:
- (1) Whether **you** 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;
- h. Arising out of any of **your** obligations under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
- i. Arising out of any **claim** made by a person because of any:
- (1) Refusal to employ that person;
  - (2) Termination of that person's employment;
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, sexual harassment, humiliation or discrimination directed at that person; or
  - (4) Arising out of actual or alleged discrimination.
- This exclusion applies:
- (1) Whether **you** 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**;

- j.** Arising from **advertising injury** or **personal injury**. However, this exclusion does not apply to **personal injury** when the offense arises out of a **professional incident** and the **personal injury** does not arise out of:

  - (1)** Oral or written publication of material, if done by **you** or at **your** direction with knowledge of its falsity;
  - (2)** Oral or written publication of material, whose first publication took place before the beginning of the policy period; or
  - (3)** The willful commission of a criminal act(s);
- k.** Arising out of damage to property:

  - (1)** Owned, occupied or used by **you**;
  - (2)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any of **you**;
  - (3)** Which is or was in **your** possession or in the possession of any person acting on behalf of any of **you**; or
  - (4)** That is real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are or were performing operations;
- l.** Arising out of any:

  - (1)** **Pollution hazard**;
  - (2)** **Nuclear hazard**;
  - (3)** **Asbestos hazard**; or
  - (4)** **Lead hazard**;
- m.** Arising out of unfair competition or violation of any anti-trust laws;
- n.** Arising out of the inability or failure of **you** or others to collect or pay money, including fee disputes and third party reimbursement disagreements;
- o.** Arising out of **your** gaining any personal profit or advantage to which **you** are not legally entitled;
- p.** Arising out of liability under the Employment Retirement Income Security Act of 1974 (ERISA) and any amendments to that act, or any similar federal or state law;
- q.** Arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any of **you** who did not:

  - (1)** Personally participate in committing any such act; or
  - (2)** Remain passive after having personal knowledge of any such act or omission;
- r.** Arising out of any **claim** made or **suit** brought against any of **you** by another **insured**;
- s.** Arising out of sexual therapy, where sexual contact is used as a form of treatment thereof, or

where any surrogate sexual therapy related to sexual dysfunction is employed;

- t. Arising out of any business relationship or venture with any prior or current patient or relative of a prior or current patient of **yours**;
- u. Physical abuse, sexual abuse or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, or omission by any of **you**. However, **we** will defend any civil **suit** against **you** seeking amounts that would be covered if this exclusion did not apply. In such case, **we** will only pay fees, costs and expenses of such defense. **Our** duty to defend will cease upon admission of guilt by **you**, or if **you** are adjudicated guilty or liable. **We** will have no obligation to appeal any such judgment or adjudication; and
- v. Any **claim** arising from professional services that **you** provide when:
  - (1) **You** are not properly licensed or certified by the laws of the state(s) in which **you** provide such services; or
  - (2) Such services are not authorized or permitted by the laws of the state(s) in which **your** professional services are provided.

## B. SUPPLEMENTAL PAYMENTS

**We** will pay, with respect to any **claim** or **suit we** defend:

1. All expenses **we** incur including defense costs;
2. Up to \$300 for the cost of bail bonds to release attachments, but only for bond amounts within the applicable limit of liability. **We** do not have to furnish these bonds;
3. All reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of a **claim** or **suit**, including actual loss of earnings up to \$1,000 per day because of time off from work, subject to a maximum of \$35,000 for any **claim** or **suit**;
4. All costs taxed against **you** in the **suit**;
5. Prejudgment interest awarded against **you** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of liability, **we** will not pay any prejudgment interest based on that period of time after the offer; and
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

These payments will not reduce the limits of liability otherwise available under this policy.

## C. ADDITIONAL POLICY BENEFITS

### 1. Deposition Expense

**We** will pay for reasonable legal expenses incurred by **you** for appearance at a deposition to which **you** are required to submit, and that involves the professional occupation shown in the Declarations. No **insured** will be reimbursed more than \$10,000 per **professional incident**. This benefit is subject to a limitation of \$35,000 per deposition received.



## 2. State Licensing Board Investigation Expenses

**We** will pay reasonable expenses that **you** incur resulting from an investigation or proceeding by a state licensing board or other regulatory body provided that the investigation or proceeding arises out of events which could result in **claims** covered by this policy. **We** will not be responsible for conducting such investigation or providing such defense. The maximum aggregate amount **we** will pay for this benefit is \$35,000. Reasonable expenses will include those **you** or **we** incur for legal defense, including the production of expert witnesses, as well as **your** travel expenses to such proceedings.

## 3. Medical Expenses

**We** will pay, regardless of fault, for necessary medical expenses incurred within a three (3) year period from the date of an accident arising out of professional services rendered by **you**. The most **we** will pay for medical expenses is \$5,000 per person, subject to a \$50,000 aggregate in any single policy period.

This coverage is provided on the condition that the injured person or someone on their behalf shall give **us** written proof of a **claim** for medical expenses, under oath if required. If **we** request, the injured person shall execute an authorization to enable **us** to obtain medical reports and copies of all records. The injured person will also submit to physical examinations by physicians selected by **us**. The examinations will be made when, and as often as, **we** may reasonably require. Payment by **us** to an injured person will not imply an admission of liability. Each payment will reduce the total amount payable for such **bodily injury** if liability is later established.

**We** will not pay under this extension of coverage for **bodily injury**:

- a. To any person included within the definition of an **insured**;
- b. Resulting from selling, serving or giving alcoholic beverages;
- c. To any person practicing, instructing, or participating in any physical training, sports, athletic activity or contest, whether on a formal or informal basis; or
- d. Arising out of any medical, surgical, dental, x-ray or other health service or treatment performed by **you**, including the dispensing of drugs, medical, dental, or surgical supplies, except as directed by a physician and in the normal practice as an **insured**.

## 4. First Aid Coverage

**We** will pay up to \$5,000 for amounts which **you** voluntarily pay or incur for first aid rendered to others, as a result of **bodily injury** covered by this policy. The first aid must be provided within a forty-eight (48) hour period after the **bodily injury** occurs. This provision does not apply to payments for first aid rendered to any person defined as an **insured** in this policy. The total amount payable for all first aid coverage shall not exceed \$15,000 for all first aid rendered during the policy period.

## 5. Assault Coverage

**We** will pay for expenses **you** incur, up to \$15,000 for **bodily injury** to **you** or **property damage** to **your** personal property, other than **your** mode of transportation, resulting from an assault on **you** while traveling to and from **your** place of employment. This coverage is excess over any available insurance specifically written as primary insurance covering such **bodily injury** or **property damage**.

These payments are in addition to the applicable limits of liability, and shall not serve to reduce the

available limits remaining under the policy.

## SECTION II – WHO IS AN INSURED

Each of the following is an **insured** under this policy to the extent set forth below:

- A. If **you** are an individual, the **insured** so designated in the Declarations;
- B. If **you** are a partnership, the partnership so designated in the Declarations and any partner thereof; or
- C. If **you** are a corporation, the corporation so designated in the Declarations, and any owner, officer, director, trustee, or stockholder thereof, and:
  - 1. Any employee of **yours** but only for acts within the scope of his/her employment by **you**; and
  - 2. Any student in training or volunteer, but solely while such person is acting within the scope of his/her duties for, or on behalf of **you**.

## SECTION III – LIMITS OF LIABILITY

- A. The limits of liability shown in the Declarations and the provisions below define the most **we** will pay regardless of the number of:
  - 1. **Insureds**;
  - 2. **Claims** made or **suits** brought; or
  - 3. Persons or organizations making **claims** or bringing **suits**.
- B. The Aggregate Limit is the most **we** will pay for all **damages** to which this insurance applies.
- C. Subject to **B.** above, the Each Incident Limit is the most **we** will pay for the sum of all **damages** arising out of the same **professional incident** to which this insurance applies. The limits of liability apply separately to each policy period.
- D. If both Coverages A and B as shown in the Declarations applies to the same **claim**, **our** liability is limited as follows:
  - 1. In no event will the limits of liability of Coverages A and B be added together, combined, or stacked to determine the applicable limit of liability;
  - 2. The total limits of liability under both Coverages A and B will not exceed the highest applicable limit of Coverage A or of Coverage B; and
  - 3. **We**, in **our** sole discretion, will conclusively determine which coverage applies and in what proportion.
- E. **Claim expenses** will be paid in addition to the stated limits of liability shown in the Declarations. However, exhaustion of these limits shall relieve **us** from being liable to make further payment for **claim expenses**. In no event will **claim expenses** be paid by **us** when the applicable limits of liability have been exhausted due to the payment of, or tender for payment of, **damages**.

## SECTION IV – CONDITIONS

### A. YOUR AUTHORITY AND DUTIES

**You** agree to act on behalf of all **insureds** with respect to cancellation, notice of any **professional incident, claim or suit**, payment or return of any premium, or consent to a **claim** settlement that **we** recommend. Each **insured**, by accepting this insurance, agrees to:

1. Have **you** act for them in such matters; and
2. Promptly notify **you**, in writing, of any **professional incident** which may result in a **claim**, or any **claim** or **suit** brought against any **insured**.

## **B. DUTIES IN THE EVENT OF A CLAIM OR SUIT**

1. **You** must, as soon as is practicable, notify **us** in writing of a **professional incident** that may result in a **claim**. To the extent possible, notice should include:
  - a. All available information about the circumstances concerning the **professional incident** including:
    - (1) How, when, and where it took place; and
    - (2) The names and addresses of any witnesses and persons seeking **damages**; and
  - b. What **claim you** think may result.

However, even when **you** notify **us** of a **professional incident**, this does not relieve **you** of **your** obligation to also notify **us** of any resulting **claim** or **suit**.

2. If a **claim** is made or **suit** is brought against any **insured**, **you** must, as soon as is practicable, notify **us** in writing of any **claim** or **suit**. Please submit the requisite information to the following address:

Philadelphia Insurance Companies  
One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
Attention: Claims Department

Such notice shall be effective on the date of receipt by **us** at such address.

3. **You** must:
  - a. Immediately send **us** copies of any demands, notices, summonses, 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 any **claim** or **suit**;
  - d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this insurance may also apply; and
  - e. In no way jeopardize **our** rights after a **professional incident**.

## **C. LEGAL ACTION AGAINST US**

No person or organization has a right under this policy:

1. To join **us** as a party or otherwise bring **us** into a **suit** asking for **damages** from an **insured**; or
2. To sue **us** on this policy unless all of its terms have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against an **insured** obtained after an actual trial; but **we** will not be liable for **damages** that are not payable under the terms of this policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by **us**, **you** and the claimant or the claimant's legal representative.

#### D. OTHER INSURANCE

If all or part of any covered **claim** or **suit** is covered by other insurance, whether on a primary, excess, umbrella, contingent, or any other basis, then this policy:

1. Will be excess with respect to Coverage A; and
2. Will not apply and no coverage will be afforded under this policy with respect to Coverage B. However, when the limits of this policy are greater than the limits of all other insurance, then this policy will provide excess insurance up to an amount sufficient to give **you**, as respects the amount afforded under Coverage B, a total limit of liability equal to the limit of liability provided by this policy.

This will apply even as to fully or partially self-insured programs, and policies in which **you** have a deductible or have retained a self-insured portion of the risk. In no event will this policy be construed to contribute more than on an excess basis. This provision will not apply to coverage under an excess policy that is specifically written to be excess of this policy and that specifically refers to this policy as an underlying policy.

#### E. REPRESENTATIONS

By accepting this policy, **you** agree that:

1. The statements in the application and any supplement 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.

#### F. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If **you** have rights to recover all or part of any payment **we** have made under this policy, those rights are transferred to **us**. **You** must do nothing after loss to impair them. At **our** request, **you** will bring **suit** or transfer those rights to **us** and help **us** enforce them.

#### G. SETTLEMENT

If **you** refuse to consent, within a reasonable period of time, to any settlement offer **we** recommend and elect to contest the **claim** or continue any legal proceedings in connection with such **claim** then, subject to provisions of **SECTION III – LIMITS OF LIABILITY**, **our** liability for the **claim** will not exceed the amount for which the **claim** could have been settled, plus the cost of defense incurred by **us** up to the date of such refusal.

#### H. TWO OR MORE COVERAGE PARTS OF POLICIES ISSUED BY US

It is **our** stated intention that the various coverage parts or policies issued to **you** by **us**, or any entity

affiliated with **us**, do not provide any duplication or overlap of coverage for the same **claim** or **suit**. **We** have exercised diligence to draft **our** coverage parts or policies to reflect this intention, but should the circumstances of any **claim** or **suit** give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to **you** by **us**, or any entity affiliated with **us**, apply to the same **professional incident**, occurrence, offense, wrongful act, accident or loss, the maximum limit of liability under all such coverage parts or policies combined shall not exceed the highest applicable limit of liability under any one coverage part or policy.

#### I. LIBERALIZATION

If **we** receive approval to issue a revised version of this form that would broaden the coverage under this policy during the coverage term, the broadened coverage will apply to this policy on the date of such approval, without additional premium.

#### J. CANCELLATION / NONRENEWAL / INCREASE IN PREMIUM OR DECREASE IN COVERAGE

1. **You** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
2. If this policy has been in effect for less than sixty (60) days, **we** may cancel this policy by mailing by first-class mail or delivering to **you** written notice of cancellation at least:
  - a. Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b. Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
3. If this policy has been in effect for sixty (60) days or more, or is a renewal of a policy **we** issued, **we** may cancel this policy by mailing, through first-class mail to **you**, written notice of cancellation:
  - a. Including the actual reason, at least ten (10) days before the effective date of cancellation, if **we** cancel for nonpayment of premium; or
  - b. At least thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
4. **We** may only cancel this policy based on any of the following reasons:
  - a. Nonpayment of premium;
  - b. A false statement knowingly made by **you** on the application for insurance; or
  - c. Any other legally permissible reason.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date provided proper notice is given.
6. If this policy is canceled, **we** will send **you** any premium refund due. If **we** cancel, the refund will be pro rata. If **you** cancel, the refund will be at least ninety percent (90%) of the pro rata refund.
7. **We** may decide to not renew this policy for any legally permissible reason. If **we** decide not to renew this policy, **we** will mail, through first-class mail to **you**, written notice of the nonrenewal at least thirty (30) days before the expiration date.
8. **We** will not increase the premium unilaterally or decrease the coverage benefits on renewal of

this policy, unless **we** mail through first-class mail written notice of **our** intention, including the actual reason, to **your** last mailing address known to **us**, at least thirty (30) days before the effective date.

9. Any decrease in coverage during the policy term must be based on one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. A false statement knowingly made by **you** on the application for insurance;
  - c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy, unless **you** have notified **us** of the change and **we** accept such change; or
  - d. Any other legally permissible reason.
10. If any notice is mailed, proof of mailing will be sufficient proof of notice.

#### SECTION V – DEFINITIONS

- A. **Advertising injury** means injury arising out of one or more of the following offenses committed in the course of advertising **your** goods, products or services:
  1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  2. Oral or written publication of material that violates a person's right of privacy;
  3. Misappropriation of advertising ideas or style of doing business; or
  4. Infringement of copyright, title or slogan.
- B. **Asbestos hazard** means:
  1.
    - a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
    - b. The use of asbestos in constructing or manufacturing any goods, product or structure;
    - c. The removal of asbestos from any good, product or structure;
    - d. Any request, demand, or order for the removal of asbestos from any good, product or structure; or
    - e. The manufacture, sale, transportation, storage of, disposal of asbestos or goods or products containing asbestos; and
  2. The investigation, settlement or defense for any **claim, suit, proceeding, damages**, loss, cost or expense excluded by 1. above.
- C. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
- D. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

- E. Claim** means a demand made upon **you** for **damages**. All **claims** arising out of the same act or omission which are logically or causally connected in any way shall be deemed as a single **claim**.
- F. Claim expenses** means fees charged by any lawyer designated by **us** and all other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **claim**, if incurred by **us**. **Claim expenses** shall also include:
1. Premiums on bonds to release attachments and appeal bonds, limited to that portion of such bonds that does not exceed the limits of liability of this policy, but without any obligation by **us** to apply for or furnish such bonds;
  2. Costs taxed against **you** in any **suit** except for any contempt citations;
  3. Interest accruing after the entry of judgment, but only for that portion of the judgment which does not exceed the applicable limits of liability, and only until **we** have tendered to the court or paid to **you our** portion of such judgment as does not exceed **our** limit of liability thereon; and
  4. Reasonable expenses incurred by **you** at **our** request in assisting in the investigation and defense of any **claim**, other than loss of earnings.

**Claim expenses** shall not include:

1. Any amounts incurred in defense of any **claim** for which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty;
2. Salaries, wages, overhead or benefit expenses associated with any **insured** except as specified in **SECTION I – COVERAGE**, Paragraph **C. ADDITIONAL POLICY BENEFITS** above; or
3. Salaries, wages, overhead or benefit expenses associated with **your** employees.

**G. Coverage territory** means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. All parts of the world, if:
  - a. The injury or damage arises out of the activities of a person whose home is in the territory described in 1. above, but is away temporarily on **your** business; and
  - b. **Your** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in 1. above or in a settlement **we** agree to; and
3. If **suit** is brought within 1. above.

**H. Damages** means a monetary:

1. Judgment;
2. Award; or
3. Settlement,

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any **damages**.

- I. Insured, you, your and yours** means the individual or the association, partnership, or corporation named in the Declarations or qualifying as an **insured** under **SECTION II – WHO IS AN INSURED**, above.
- J. Lead hazard** means:
1. **a.** Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
  - b.** Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead, whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever;
2. **a.** Any testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead; or
  - b.** Any request, demand or order to test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead; or in any way respond to, or assess the effects of lead; and
3. The investigation, settlement or defense of any **claim, suit**, proceeding, **damages**, loss, cost or expense excluded by **1.** and **2.** above.
- K. Loading or unloading** means the handling of property:
1. After it is moved from its initial place to the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
  2. While it is in or on an aircraft, watercraft or **auto**; or
  3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;
- but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand-truck that is not attached to the aircraft, watercraft or **auto**.
- L. Nuclear hazard** means the existence of any nuclear reactor or device, nuclear waste storage or disposal site, or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material which includes but is not limited to, source material, special nuclear material, and by-product material as those terms are defined in the Atomic Energy Act of 1954 and any law amendatory thereof and any similar federal, state or local statutory, civil or common law.
- M. Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;



4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

**N. Pollutants** mean any noise, solid, semi-solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, mists, acids, alkalis, chemical, biological, and etiologic agents or materials, electromagnetic or ionizing radiation and energy, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste and any other irritant or contaminant. Waste includes any materials to be disposed, recycled, reconditioned, or reclaimed.

**O. Pollution hazard** means:

1. **a.** Any actual, alleged, or threatened emission, discharge, seepage, migration, release, or escape of **pollutants** at any time;
  - b.** Any clean up of **pollutants**; or
  - c.** Any request, demand or order for any clean up of **pollutants**; and
2. The investigation, settlement or defense of any **claim, suit**, proceeding, **damages**, loss, cost or expense excluded by **1.** above.

Clean up includes monitoring, removal, containment, treatment, detoxification or neutralization of, testing for, or response in any way to, or assessment of the effects of **pollutants**.

**P. Professional incident** means any actual or alleged negligent:

1. Act;
2. Error; or
3. Omission;

in the actual rendering of professional services to others in **your** capacity as an **insured** including professional services performed as a member of a credentialing group or utilization review panel, as a case management reviewer or clinical evaluator, or as a member of a board or committee of a hospital or professional society where similar services are performed by **you**.

An incident shall not be considered a **professional incident** merely for occurring on or near a premises occupied by **you**.

Any or all **professional incidents** arising from interrelated or a series of acts, errors or omissions shall be deemed to be one **professional incident** taking place at the time of the earliest **professional incident**.

**Q. Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **professional incident** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, 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.

- R. Suit** means a civil proceeding in which **damages** are sought and to which this insurance applies. **Suit** also includes:
1. An arbitration proceeding in which such **damages** are sought 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 sought and to which **you** submit with **our** consent.
- S. We, us, our** means the insurance company shown in the Declarations (a stock insurance company).

IN WITNESS WHEREOF, **we** have caused this policy to be signed by **our** President and Secretary. This policy shall not be valid unless signed on the Declarations Page by **our** duly authorized representative.

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

**LIABILITY COVERAGE ENHANCEMENT**

This endorsement modifies and is subject to the insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

Following is a summary of the Limits of Liability and additional coverages provided by this endorsement. For complete details on specific coverages, refer to the endorsement wording below.

**SCHEDULE**

<b>Limits of Liability</b>	<u>\$1,000,000</u> Each Occurrence	<u>\$3,000,000</u> Aggregate
----------------------------	------------------------------------	------------------------------

<b>Coverage Application</b>	<b>Page #</b>
General Liability	1
Fire and Water Legal Liability	1
Personal Liability	2

Coverage provided herein is on an occurrence basis and will only apply to **injury** or **damage** caused by **occurrences** which happen on or after the effective date indicated in the Declarations, and prior to the policy's expiration, as indicated in the Declarations.

**I. COVERAGE**

**A. General Liability**

**We** will pay all amounts which **you** become legally obligated to pay, including **host liquor liability** and **products liability**, as a result of **injury** or **damage** to which this insurance applies.

**B. Fire and Water Legal Liability**

With respect to the **insured's** legal liability for **damage** to property which the **insured** does not own or have financial interest in, caused by:

1. Fire;
2. Discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
3. Rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators; provided:
  - a. The **damage** is caused by an **occurrence** that happens anywhere in the world, including the workplace, during the policy period; and
  - b. The **insured** has not assumed liability under a contract or agreement that is greater than imposed by law.

The most **we** will pay for all occurrences under this coverage is \$250,000. This limit is included within and not in addition to the limits shown in the endorsement **SCHEDULE**.

### C. Personal Liability

**We** will pay all amounts that the **insured** becomes legally obligated to pay for **injury** or **damage** as a result of a **personal liability claim**, provided:

1. The **insured** is a natural person;
2. Such natural person does not employ any other individuals at the time of an **occurrence**; and
3. The **injury** or **damage** is caused by an **occurrence** that happens at the **insured's** residence and arises out of the **insured's** non-business activities.

However, this coverage shall not apply to **damage** to property the **insured** owns, rents, occupies or uses, or which is in the **insured's** care, custody or control.

Coverage provided by this Paragraph **C.** is excess over any Homeowners or Renters coverage which you carry at the time of an **occurrence** or which **you** represented at any time to have carried to **us** or to **our** representative, as of this policy's effective date.

### II. DEFENSE AND SETTLEMENT

With respect to coverage afforded by this endorsement, **we** have the right and duty to defend any **claim**. **We** will:

- A. Do this even if any of the charges of the **claim** are groundless, false or fraudulent; and
- B. Investigate and settle any **claim** as **we** feel appropriate.

**Our** right and duty to defend ends when **we** have used up the limit of liability provided for coverage in this endorsement. **We** have no duty to defend any **claims** not covered by this endorsement.

### III. EXCLUSIONS

With respect to coverage afforded by any part of this endorsement, **we** will not defend any **claim** for, or pay any amounts, including claim expenses, based on, arising out of, or related to:

#### A. Injury to:

1. An employee of the **insured** arising out of and in the course of employment by the **insured**;
2. A family member of that employee as a consequence of **1.** above; or
3. The **insured's** family member.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share amounts with or repay someone else who must pay amounts because of the **injury** or **damage**;

**B.** Amounts which the **insured** or any party must pay under any unemployment or workers' compensation, disability benefits, or other similar law;

**C.** **Injury** or **damage** resulting from any professional services, or placement services;

**D.** Any liability the **insured** assumes under any contract or agreement, other than an **insured contract**. This exclusion does not apply to:

1. Liability the **insured** assumes under a contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization, but only for such liability as is attributable to **your** alleged negligence; or

2. A warranty of fitness or quality of any therapeutic agents or supplies the **insured** has furnished or supplied in connection with treatment **you** have performed;

**E.** Any liability **you** have for a business or profession, including consulting services, other than that named on the Declarations;

**F. Injury or damage** resulting from an **occurrence** which is also a willful violation of a statute, ordinance, or regulation imposing criminal penalties. **We** will defend any civil **suit** against **you** seeking amounts that would be covered if this exclusion did not apply. In such case, **we** will pay only **claim expenses** related to such defense.

**G. Injury or damage** for which **you** may be held liable as a result of:

1. Causing or contributing to the alcoholic beverage intoxication of any person; or

2. Furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.

This exclusion does not apply to **host liquor liability**.

**H. Injury or damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **you** owning, using, taking care of, operating, leasing or renting, **loading or unloading** of persons or property from, transporting patients in, or entrusting to others an **auto**, mobile equipment, watercraft or aircraft, including an **auto**, mobile equipment, watercraft or aircraft which is loaned to the **insured** or which is operated for the **insured** by its employee, including an employee-owned **auto**;

**I.** Loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause;

**J.** The return or withdrawal of fees or government payments imposed directly upon **you**; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied portion of any multiplied award, imposed by law;

**K. Injury or damage you** expected or intended, or which a reasonable person would have expected. This exclusion does not apply to **injury or damage** resulting from the use of reasonable force to protect persons or property;

**L.** Any **claim** arising out of actual or alleged involvement in any:

1. Federal or state anti-trust law violation; or

2. Agreement or conspiracy to restrain trade;

**M.** Any loss, cost or expense:

1. Which would not have happened, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or

2. Arising out of any:

**a. Claim or suit** by, or on behalf of, a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or

**b.** Request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;

**N.** Any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to asbestos; or that may be awarded or incurred:

1. By reason of a **claim or suit** relating to asbestos; or

2. In complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of asbestos;

**O. Damage** to property **you** own, rent, occupy, hold for sale, or which has been given to **you** for storage or safekeeping, except to the extent coverage would apply under **Section I – COVERAGE, Paragraph B. Fire and Water Legal Liability**;

**P.** Loss of use of tangible property which has not been physically damaged if:

1. A delay in or lack of performance has been caused by **you** or on **your** behalf under any contract or agreement; or

2. **Products** or work completed on the **insured's** behalf do not meet the standards the **insured** has warranted or represented.

**We** will cover loss of use of tangible property if:

**a.** The loss results from a sudden and accidental physical **damage** to or destruction of **products** or work completed by or on the **insured's** behalf; and

**b. Products** or work has been put to use by a person or organization other than the **insured**;

**Q. Damage** to property intended to be serviced, fixed or enhanced by the **insured** or on the **insured's** behalf;

**R. Damage** to tools or equipment while being used to perform operations;

**S. Damage** to property in **your** custody which **you** are to install, erect, or use in any construction, repair, renovation, or remodeling;

**T. Damage** to any property away from the business premises which must be restored, repaired, or replaced because of faulty workmanship by **you** or on **your** behalf;

**U. Injury or damage** on leased business premises:

1. After the **insured** ceases to be a tenant of the leased business premises; or
2. For structural alterations, new construction or demolition operations performed by or for the owner of the business premises;

**V.** Any act of sexual intimacy, sexual molestation or sexual assault. **We** shall provide **you** with a defense of such **claim** unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of **our** rights under this policy.

Criminal proceedings are not covered under this policy regardless of the allegations made against **you**;

**W.** Any direct or consequential **injury** or **damage** arising out of any:

1. Refusal to employ;
2. Termination of employment; or
3. Coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, act or omissions;

**X.** Any direct or consequential **injury** or **damage**, whether actual or alleged to have occurred, directly or indirectly resulting from, in consequence of, or in any way involving **injury** or **damage** caused by any animal;

**Y.** Any direct or consequential **injury** or **damage** committed by or on behalf of **you** against any other **insured**;

**Z.** Any **injury** or **damage** arising out of any **occurrence**, in which **you** are not liable as a result of **your** business activities. This exclusion will not apply to Coverage **C. Personal Liability**, herein;

**AA.** Arising out of statutorily imposed vicarious parental liability for actions of a child or minor;

**BB.** Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **injury** or **damage** caused in whole or in part by:

1. The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any mold, mildew, fungi or bacteria (or any materials containing any similar organic contaminant or **pollutant**) on or within a building or structure, including its contents, regardless of whether any other cause, event, material, rendering of professional service or product contributed concurrently or in any sequence to such injury or **damage**; or

2. Loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, failure to detect, remediating or disposing of, or in any way responding to, or assessing the effects of mold, mildew, fungi or bacteria (or any materials containing any similar organic contaminant or **pollutant**), by any **insured** or by any other person or entity;

**CC.** Any **personal injury** or **advertising injury**:

1. Arising out of oral or written publication of material, if done by or at the direction of any of **you** with knowledge of its falsity;

2. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any of **you**;

4. For which **you** have assumed liability in a contract or agreement. This exclusion does not apply to liability for **damages** that **you** would have in the absence of the contract or agreement;

5. Breach of contract, other than misappropriation of advertising ideas under an implied contract;

6. The failure of goods, products or services to conform with advertised quality or performance;

7. The wrong description of the price of goods, products or services; or

8. An offense committed by **you** while in the business of advertising, broadcasting, publishing or telecasting.

**IV. LIMIT OF LIABILITY**

With respect to coverage afforded under Section **I. COVERAGE**, Paragraphs **A.** and **C.** of this endorsement, the following apply:

**A.** Each Occurrence

The limit of liability stated in the endorsement **SCHEDULE** for each **occurrence**, is the limit of **our** liability for all **injury** or **damage** arising out of, or in connection with the same **occurrence**. This limit applies regardless of the number of persons or organizations who are covered under this policy.

**B.** Aggregate

The limit of liability stated in the endorsement **SCHEDULE** for each **occurrence**, is the limit of **our** liability for all **injury** or **damage** arising out of, or in connection with the same **occurrence**.



This limit applies regardless of the number of persons or organizations who are covered under this policy.

**C. Claim expenses** are in addition to the limit of liability.

**D.** To the extent that coverage may be applicable:

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1. Under this endorsement; and
2. Would also be covered under this policy if this endorsement was not attached;

Then coverage will not apply under this endorsement.

This endorsement will not serve to duplicate limits available under this policy.

**E.** To the extent that coverage may be applicable under multiple coverages provided by this endorsement; then coverage will only apply under the portion of this endorsement which has the lowest limit of liability applicable.

#### **V. ADDITIONAL DEFINITIONS**

With respect to coverage afforded by this endorsement only, words in bold have the meaning set forth below, and any contrary wording is superseded.

**A. Damage** means physical injury or harm to an object that makes it less useful, valuable or functional. Damage includes **property damage**.

**B. Host liquor liability** means **injury** or **damage** arising out of the giving or serving of alcoholic beverages at functions incidental to **your** business provided:

1. **You** are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages; or
2. There has not been an intentional violation of any statute, regulation or ordinance relating to the sale, gift, distribution or use of alcoholic beverages, committed by **you**, or at **your** direction.

**C. Injury** means **bodily injury**, sickness, disease, death, or mental or emotional distress sustained by a person; **personal injury**; and **advertising injury**.

**D. Insured contract** means:

1. A lease of business premises;
2. A sidetrack agreement;
3. An easement or license agreement except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement; or
6. That part of any other contract or agreement pertaining to the **insured's** business, including indemnification of a municipality in connection with work performed for a municipality, under which the **insured** assumes the tort liability of another party to pay for **injury** or **damage** to a third party if the contract or agreement is made prior

to the **injury** or **damage**.

**Insured contract** does not mean that part of any contract or agreement:

- a. That indemnifies any entity for **injury** or **damage** arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for **injury** or **damage** arising out of:

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- (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the **injury** or **damage**; or

c. That indemnifies any entity for **damage** by fire to business premises rented or loaned to the **insured**.

**E. Occurrence** means an accident, including continuous or repeated exposure to conditions, which results in **injury** or **damage**.

**F. Personal liability claim** means a **claim** arising out of **injury** or **damage** to a third party that happens at the insured's personal residence and arises out of non-business activity.

**G. Product** means:

1. Any healthcare goods or items manufactured or modified by:
  - a. The **insured**;
  - b. Others trading under the **insured's** name; or
  - c. An entity whose business or assets the **insured** has acquired; or
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such healthcare goods or items.

**Product** does not include real property, or any goods or items that the **insured** sells.

**H. Products liability** means **injury** or **damage** caused by a product.

All other provisions in the policy remain unchanged.



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

**CALIFORNIA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

The following is added to the **CANCELLATION / NONRENEWAL / INCREASE IN PREMIUM OR DECREASE IN COVERAGE** Condition and supersedes any wording to the contrary:

1. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy **we** have previously issued, **we** may cancel this policy by mailing or delivering to the first named **insured** at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if **we** cancel for

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any **insured** or his or her representative in obtaining this insurance; or

(b) **You** or **your** representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if **we** cancel for any other reason.

2. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy **we** issued, **we** may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy **we** issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any **insured** or his or her representative in obtaining this insurance; or

(b) **You** or **your** representative in pursuing a **claim** under this policy.

(3) A judgment by a court or an administrative tribunal that **you** have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by **you** or **your** representative, which materially increase any of the risks insured against.

- (5) Failure by **you** or **your** representative to implement reasonable loss control requirements, agreed to by **you** as a condition of policy issuance, or which were conditions precedent to **our** use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, **our** reinsurance covering all or part of the risk would threaten **our** financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place **us** in violation of California law or the laws of the state where **we** are domiciled; or
      - (ii) Threaten **our** solvency.
  - (7) A change by **you** or **your** representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. **We** will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first named **insured**, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if **we** cancel for any other reason listed in Paragraph 2.a.
3. Subject to the provisions of Paragraph 4. below, if **we** elect not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to the first named **insured** shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.
- We** will mail or deliver **our** notice to the first named **insured**, and to the producer of record, at the mailing address shown in the policy.
4. **We** are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between **us** and a member of **our** insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 3.
  - c. If **you** have obtained replacement coverage, or if the first named **insured** has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and **you** are notified at the time of issuance that it will not be renewed.
  - e. If the first named **insured** requests a change in the terms or conditions or risks covered by the

policy within 60 days of the end of the policy period.

- f. If **we** have made a written offer to the first Named Insured, in accordance with the time frames shown in Paragraph 3., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

## CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE

In accordance with CAL. INS. CODE § 481.(c), we are notifying you that in the event that the first Named Insured cancels the insurance policy, we shall retain 10% of the unearned premium. The premium refunded to you will therefore be calculated as 90% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 90% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

If you have an Equipment Breakdown policy or your policy contains an Equipment Breakdown Coverage Part, then the following premium refund calculation applies instead of that provided in the preceding paragraph. For the Equipment Breakdown policy premium or for the premium attributable to the Equipment Breakdown Coverage Part, we shall retain 25% of the unearned premium. The premium refunded to you will therefore be calculated as 75% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 75% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

However, the penalties set forth in the preceding paragraphs will not apply under the following circumstances, even if the first Named Insured cancels the policy:

1. The Insured(s) no longer has a financial or insurable interest in the property or business operation that is the subject of insurance;
2. Cancellation takes place after the first year for a prepaid policy written for a term of more than one year; or
3. The policy is rewritten in the same insuring company or company group.

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

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

**I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS**

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

<b>COVERAGE</b>	<b>LIMITS OF INSURANCE</b>
Business Travel Accident Benefit	\$50,000
Conference Cancellation	\$25,000
Donation Assurance	\$50,000
Emergency Real Estate Consulting Fee	\$50,000
Fundraising Event Blackout	\$25,000
Identity Theft Expense	\$50,000
Image Restoration and Counseling	\$50,000
Key Individual Replacement Expenses	\$50,000
Kidnap Expense	\$50,000
Political Unrest	\$5,000 per employee: \$25,000 policy limit
Temporary Meeting Space Reimbursement	\$25,000
Terrorism Travel Reimbursement	\$50,000
Travel Delay Reimbursement	\$1,500
Workplace Violence Counseling	\$50,000



## II. CONDITIONS

### A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

### B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.
2. Limits of liability or limits of insurance identified in Section I. **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

### C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

## III. ADDITIONAL COVERAGES

### A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;
2. Accidental loss of limbs or multiple fingers;
3. Total loss of sight, speech or hearing.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

1. An intentional act by the insured;
2. An act of suicide or attempted suicide;
3. An act of war; or
4. A disease process.

**B. Conference Cancellation**

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and
2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

**C. Donation Assurance**

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for "failed donation claim(s)."

With respect to any "failed donation claim," it is further agreed as follows:

1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured;
2. For non-cash donations, our payment of a "failed donation claim" shall be based on the fair market value of said non-cash donation at the time of the "failed donation claim";
3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the "failed donation claim":
  - a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and
  - b. The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;
4. No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and
5. A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

**D. Emergency Real Estate Consulting Fee**

We will reimburse the insured any realtor's fee or real estate consultant's fee necessitated by the insured's need to relocate due to the "unforeseeable destruction" of the insured's "principal location" listed in the Declarations during the policy period. The limit of insurance for this

coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **E. Fundraising Event Blackout**

We will reimburse the insured for “fundraising expenses” that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **F. Identity Theft Expense**

We will reimburse any present director or officer of the named insured for “identity theft expenses” incurred as the direct result of any “identity theft” first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured’s first policy with us. The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **G. Image Restoration and Counseling**

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of “improper acts” by any natural person.

Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;
2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of “improper acts”; and
3. The costs of restoring the named insured’s reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **H. Key Individual Replacement Expenses**

We will pay “key individual replacement expenses” if the Chief Executive Officer or Executive Director suffers an “injury” during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of \$50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

#### **I. Kidnap Expense**

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, “domestic partner,” parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. Fees and costs of independent negotiators;
2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
3. Travel costs and accommodations incurred by the named insured;
4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
5. Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
  - a. Up to thirty (30) days after their release, if the director or officer has not yet returned to work;
  - b. Discovery of their death;
  - c. One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or
  - d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is \$50,000 each policy period for all insureds combined. No deductible applies to this coverage.

#### **J. Political Unrest Coverage**

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for "emergency evacuation expenses" that are incurred as a result of an incident of "political unrest." This "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel. The limit of insurance for this coverage is \$5,000 per covered person, subject to a maximum of \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **K. Temporary Meeting Space Reimbursement**

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **L. Terrorism Travel Reimbursement**

We will reimburse any present director or officer of the named insured in the event of a "certified act of terrorism" during the policy period which necessitates that he/she incurs "emergency travel expenses." The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

**M. Travel Delay Reimbursement**

We will reimburse any present director or officer of the named insured for any “non-reimbursable expenses” they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is \$1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

**N. Workplace Violence Counseling**

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a “workplace violence” incident at any of the insured’s premises during the policy period. The emotional counseling expenses incurred must have been for:

1. Your employees who were victims of, or witnesses to the “workplace violence”;
2. The spouse, “domestic partner,” parents or children of your employees who were victims of, or witnesses to the “workplace violence”; and
3. Any other person or persons who directly witnessed the “workplace violence” incident.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

**IV. DEFINITIONS**

For the purpose of this endorsement, the following definitions apply:

- A. “Certified act of terrorism” means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.
- B. “Communicable disease” means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire’s Disease.
- C. “Domestic partner” means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the named insured.
- D. “Emergency evacuation expenses” mean:
  1. Additional lodging expenses;
  2. Additional transportation costs;
  3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of “political unrest”; and
  4. Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

- E. “Emergency travel expenses” mean:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a “certified act of terrorism”; and
2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a “certified act of terrorism”;

provided that these expenses are not otherwise reimbursable.

- F.** “Failed donation claim” means written notice to the insured during the policy period of:
1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or
  2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.
- G.** “Fundraising expenses” mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.
- H.** “Identity theft” means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or “domestic partner” thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- I.** “Identity theft expenses” mean:
1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
  2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
  3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- J.** “Improper acts” means any actual or alleged act of:
1. Sexual abuse;
  2. Sexual intimacy;
  3. Sexual molestation; or
  4. Sexual assault;
- committed by an insured against any natural person who is not an insured. Such “improper acts” must have been committed by the insured while in his or her capacity as an insured.
- K.** “Injury” whenever used in this endorsement, other than in Section **III. A. Business Travel**,

means any physical damage to the body caused by violence, fracture or an accident.

- L.** “Key individual replacement expenses” mean the following necessary expenses:
1. Costs of advertising the employment position opening;
  2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
  3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.
- M.** “Natural catastrophe” means hurricane, tornado, earthquake or flood.
- N.** “Non-reimbursable expenses” means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:
1. Meals and lodging;
  2. Alternative transportation;
  3. Clothing and necessary toiletries; and
  4. Emergency prescription and non-prescription drug expenses.
- O.** “Political unrest” means:
1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
  2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
  3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government’s ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff
- for which either an alert or travel warning has been issued by the United States Department of State.
- P.** “Principal location” means the headquarters, home office or main location where most business is substantially conducted.
- Q.** “Unforeseeable destruction” means damage resulting from a “certified act of terrorism,” fire, collision or collapse which renders all of the insured’s “principal locations” completely unusable.
- R.** “Workplace violence” means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily “injury” or death of any person while on the insured’s premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words “we,” “us” and “our” refer to the company providing this insurance.

**I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS**

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
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**II. CONDITIONS****A. Applicability of Coverage**

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

**B. Limits of Liability or Limits of Insurance**

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

**C. Claim Expenses**

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

**III. ADDITIONAL COVERAGES**

**A.** We will reimburse you for “crisis management emergency response expenses” incurred because of an “incident” giving rise to a “crisis” to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

**B.** We will reimburse only those “crisis management emergency response expenses” which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the “crisis” was initiated.



**IV. DEFINITIONS**

- A.** “Crisis” means the public announcement that an “incident” occurred on your premises or at an event sponsored by you.
- B.** “Crisis management emergency response expenses” mean those expenses incurred for services provided by a “crisis management firm.” However, “crisis management emergency response expenses” shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall “crisis management emergency response expenses” include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C.** “Crisis management firm” means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D.** “Incident” means an accident or other event, including the accidental discharge of pollutants, resulting in death or “serious bodily injury” to three or more persons.
- E.** “Serious bodily injury” means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Philadelphia Indemnity Insurance Company

Locations Schedule

The following locations are covered under the Liability Coverage Enhancement PI-PHCP-011 (07/10)

**Policy Number AR396711**

Location No.            Address

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1.	1936 Carlotta Drive Concord, CA 94519
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