

R115402

Client#: 556477

GATEWLEARN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/09/2019

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

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

PRODUCER: Marsh & McLennan Agency LLC, Marsh & McLennan Ins Agency LLC, 1340 Treat Blvd #250, Walnut Creek, CA 94597. CONTACT NAME: Felicia McAroy, PHONE: 925 482-9300, FAX: 925 482-9390, E-MAIL ADDRESS: Felicia.McAroy@MarshMMA.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. (18058), INSURER B: Redwood Fire and Casualty Insurance Co (11673).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

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

CERTIFICATE HOLDER CANCELLATION

Evidence of Coverage: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section A.1. Business Liability is modified as follows:

1. The \$250 limit shown in Paragraph A.1.f.(1)(b) Coverage Extension - Supplementary Payments for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph A.1.f.(1)(d) Coverage Extension - Supplementary Payments for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section B.1. Exclusions - Applicable To Business Liability Coverage is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property damage".



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2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.
2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:
 - a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
 - (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
 - b. This coverage does not apply to:
 - (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
 - (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
 - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

(a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or

(4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section C. Who Is An Insured:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;

2. Section A.1. Business Liability does not apply to:

a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and

b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.

3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. Paragraph E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

2. Paragraph E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section F. **Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph F.3. is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph F.9. is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph F.14.b. **Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
USA (20) 57 53 57 78

Commercial Umbrella
Policy Declarations

Basis: Occurrence

(ITEM 1) NAMED INSURED & MAILING ADDRESS

AGENT MAILING ADDRESS & PHONE NO.

GATEWAY LEARNING GROUP INC.
1663 Mission St Ste 400
San Francisco, CA 94103

(707) 781-3400
HEFFERNAN INSURANCE BROKERS
PO BOX 5608
WALNUT CREEK, CA 94596-1608

Named Insured Is: CORPORATION

Named Insured Business Is: BEHAVIORAL THERAPY

(ITEM 2) POLICY PERIOD

From 02/04/2019 TO 02/04/2020 12:01 AM Standard Time at Insured Mailing Location

(ITEM 3) PREMIUM CHARGES

Table with 3 columns: Explanation of Charges, DESCRIPTION, PREMIUM. Rows include Commercial Umbrella and Certified Acts of Terrorism Coverage.

Total Advance Charges

Note: This is not a bill

BASIS OF PREMIUM: NON-AUDITABLE(X) AUDITABLE()

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY WILL RECEIVE AND RETAIN NO LESS THAN (0%) OF THE POLICY PREMIUM AS THE MINIMUM RETAINED PREMIUM PLUS CERTIFIED ACTS OF TERRORISM COVERAGE AND ANY APPLICABLE TAXES AND SURCHARGES.

(ITEM 4) LIMITS OF INSURANCE

Table with 2 columns: DESCRIPTION, LIMIT. Rows include EACH OCCURRENCE, AGGREGATE (WHERE APPLICABLE), PRODUCTS-COMPLETED OPERATIONS AGGREGATE, SELF-INSURED RETENTION.

Issue Date 12/21/18

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 22 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
USA (20) 57 53 57 78

(ITEM 5) SCHEDULE OF UNDERLYING INSURANCE:

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
OHIO SECURITY INSURANCE COMPANY	BUSINESSOWNERS LIABILITY	\$1,000,000 LIABILITY AND MEDICAL EXPENSE LIMIT
		\$2,000,000 OTHER THAN PRODUCTS - COMPLETED OPERATIONS AGGREGATE
		\$2,000,000 PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT

Includes Non-Owned and/or Hired Auto Liability

BZS(20)57535778
 02/04/2019 - 02/04/2020

REDWOOD FIRE AND CASUALTY INSURANCE COMPANY	EMPLOYERS LIABILITY*	\$1,000,000 BODILY INJURY EACH ACCIDENT LIMIT
GAWC911554 07/01/2018 - 07/01/2019		\$1,000,000 BODILY INJURY BY DISEASE AGGREGATE LIMIT
		\$1,000,000 BODILY INJURY BY DISEASE EACH EMPLOYEE LIMIT

*EMPLOYERS LIABILITY COVERAGE IS NOT PROVIDED FOR CLAIMS BY EMPLOYEES WHO ARE SUBJECT TO THE WORKERS COMPENSATION LAWS OF NEW YORK

OHIO SECURITY INSURANCE COMPANY	EMPLOYEE BENEFITS LIABILITY	\$1,000,000 EACH CLAIM LIMIT
		\$2,000,000 AGGREGATE LIMIT

BZS(20)57535778
 02/04/2019 - 02/04/2020

To report a claim, call your Agent or 1-800-362-0000

DS 70 23 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
USA (20) 57 53 57 78

POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.



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FORM NUMBER	TITLE
CU 60 02 06 97	Commercial Umbrella Coverage Form
CU 60 28 01 16	Sexual Misconduct Or Abuse Exclusion
CU 60 30 06 97	Care, Custody or Control Exclusion - Real or Personal Property
CU 60 39 01 15	Cap On Losses From Certified Acts Of Terrorism
CU 60 40 01 15	Underlying Coverage Requirement For Certified Acts Of Terrorism
CU 61 06 01 13	Auto Liability - Following Form
CU 61 36 06 97	Punitive or Exemplary Damages - Following Form
CU 61 53 06 97	Employee Benefit Liability - Following Form
CU 61 58 08 11	California Changes - Cancellation and Nonrenewal
CU 63 44 06 97	Foreign Liability - Following Form
CU 63 80 12 04	Fungi or Bacteria Exclusion
CU 64 79 05 09	Exclusion - Recording and Distribution of Material or Information in Violation of the Law
CU 64 82 10 17	Amendment - Electronic Data
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement
CU 64 92 01 13	Mobile Equipment - Following Form
CU 64 95 12 07	Waiver Transfer Rights of Recovery Against Others
CU 65 08 01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CU 88 01 12 02	War Liability Exclusion
CU 88 03 12 07	Employment Related Practices Exclusion
CU 88 04 07 14	Professional Services Exclusion
CU 88 39 07 14	Amendment of Definition of Insured
CU 88 41 02 10	Amendment of Pollution Exclusion
CU 89 12 01 13	Mexican Auto Coverage Exclusion
CU 89 19 01 13	Amendment of Watercraft Exclusion
CU 89 21 07 15	Amendment of Aircraft Exclusion
CU 89 25 01 13	Personal and Advertising Injury - Following Form (Trade Dress Limitation)
CU 89 40 05 16	Crisis Management Coverage

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
 Secretary

Paul Condrin
 President

To report a claim, call your Agent or 1-800-362-0000
 DS 70 23 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
USA (20) 57 53 57 78

POLICY FORMS AND ENDORSEMENTS - continued

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CU 89 45 10 14	Access or Disclosure Of Confidential Or Personal Information And Data-Related - Liability with Limited Bodily Injury Exception Exclusion
CU 90 52 10 17	Damage To Property Amendment

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To report a claim, call your Agent or 1-800-362-0000

DS 70 23 01 08

12/21/18

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