



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2020

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

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

PRODUCER GENE MORGAN INSURANCE AGENCY 57101696 2020 4TH STREET LIVERMORE CA 94550	CONTACT NAME:	
	PHONE (925) 447-2565 (A/C, No, Ext):	FAX (925) 447-2565 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED BEYOND THE WORDS, INC 43 QUAIL CT STE 105 WALNUT CREEK CA 94596-8728	INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		57 SBA ID1504	05/08/2020	05/08/2021	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
A	AUTOMOBILE LIABILITY			57 SBA ID1504	05/08/2020	05/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$						AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Mt. Diablo Unified School District
 1936 CARLOTTA DR
 CONCORD CA 94519

CANCELLATION

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

Susan L. Castaneda

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Endorsements

Endorsement 1

NAMED INSURED: Beyond The Words, Inc.

E5039.1 Translating/Interpretation Services Endorsement

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In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph O., "**Professional Services**," is amended to read as follows:
 - O. **Professional Services** means the below listed services performed for others for compensation:
 1. translating or interpreting services.
2. Clause III. **EXCLUSIONS** is amended to include the following at the end thereof:

This Policy does not apply to and **We** shall have no obligation to pay any **Damages, Claim Expenses, or Supplemental Payments** for any **Claim**:

- TI-A. based upon or arising out of any actual or alleged disclosure, sale or distribution of any forms or documents that is not authorized and/or consented to by the owner of such forms or documents.

All other terms and conditions remain unchanged.

Endorsement effective: April 29, 2020
Endorsement No: 1

Policy No.: UDC-4455693-EO-20



By: Kevin Kerridge
(Appointed Representative)

DPL E5039 CW (01/10)

Endorsement 2

NAMED INSURED: Beyond The Words, Inc.

E5102.1 California Amendatory Endorsement

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This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

In consideration of the premium charged, it is understood and agreed that the Policy is modified as follows:

1. Section V. **OTHER MATTERS AFFECTING COVERAGE** is amended to include the following at the end thereof:

CANCELLATION

Notice of Cancellation

- A. The **Named Insured** may cancel this Policy by giving **Us** advance written notice stating when thereafter such cancellation shall be effective. If the **Named Insured** cancels this Policy, the refund may be less than pro rata. Provided, however, if this Policy shall be cancelled by the **Named Insured** within 14 days of the inception of the **Policy Period** without having submitted a **Claim**, **We** shall return in full any premium amount actually paid to **Us**. In such event, the effective date of cancellation shall be deemed to be the inception date of the **Policy Period**.

B. **Policies In Effect For 60 Days or Less**

If this Policy has been in effect for sixty (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 **Named Insured** at the mailing address shown in the Declarations and to the producer of record, if any, advance written notice of cancellation stating the reason for cancellation at least :

Ten (10) days before the effective date of cancellation if **We** cancel for:

- (a) Non-payment of premium; or
- (b) Discovery of fraud by:
 - i. The **Insured** or the **Insured's** representative in obtaining this insurance; or
 - ii. The **Insured** or the **Insured's** representative in pursuing a **Claim** under the Policy.

Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.

C. **Policies In Effect For More Than 60 Days**

If this Policy has been in effect for more than sixty (60) days, **We** may also cancel this Policy by mailing or delivering to the **Named Insured** at the address shown in the Declarations, the producer of record, if any, written notice, including the reason for cancellation, stating when not less than thirty (30) days thereafter (or ten (10) days thereafter when cancellation is due to non-payment of premium or discovery of fraud), the cancellation shall be effective.

We may only cancel this Policy for one or more of the following reasons:

- (a) Nonpayment of premium, including payment due on a prior policy issued by **Us** and due during the current policy term covering the same risks;
- (b) Discovery of fraud or material misrepresentation by:
 - i. The **Insured** or the **Insured's** representative in obtaining this insurance; or
 - ii. The **Insured** or the **Insured's** representative in pursuing a **Claim** under the Policy.

Endorsement 2

NAMED INSURED: Beyond The Words, Inc.

E5102.1 California Amendatory Endorsement

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- (c) A judgment by a court or an administrative tribunal that the **Insured** has violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against;
 - (d) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Insured** or the **Insured's** representative, which materially increase any of the risks insured against;
 - (e) Failure by the **Insured** or the **Insured's** representative to implement reasonable loss control requirements, agreed to by the **Insured** 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;
 - (f) A determination by the Commissioner of Insurance that the
 - i. Loss of, or changes in, **our** reinsurance covering all or part of the risk would threaten **Our** financial integrity or solvency, or
 - ii. Continuation of the policy coverage would:
 - a. Place **Us** in violation of California law or the laws of the state where **We** are domiciled; or
 - b. Threaten **Our** solvency.
 - (g) A change by the **Insured** or the **Insured's** representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, is included in the Policy.
- D. The mailing of the notice of cancellation shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If **We** cancel this Policy, any return premium shall be calculated pro rata. Payment or tender of any unearned premium by **Us** shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made as soon as practicable.

Nonrenewal

- A. If **We** elect not to renew this Policy, **We** will mail or deliver to the **Named Insured** written notice of nonrenewal, stating the reason for nonrenewal, not less than sixty (60) days, but not more than one hundred twenty (120) days before the end of the **Policy Period**.
- We** will mail the notice of nonrenewal to the **Named Insured** at the last mailing address known **Us**. If the notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.
- B. **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 A above.

Endorsement 2

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- (c) If the **Named Insured** has obtained replacement coverage, or if the **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 the **Named Insured** is notified at the time of issuance that it will not be renewed.
- (e) If the **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** made a written offer to the **Named Insured**, in accordance with the timeframes shown in paragraph A above, to renew the Policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

2. Section VII. **DEFINITIONS**, Paragraph E **Damages**, is modified to the extent necessary to provide the following:

*Punitive and exemplary damages shall not be insurable in cases where California law governs the **Claim**.*

3. The Policy is amended by adding the following Clause at the end thereof:

Policy Conflicts

To the extent any term or condition contained in the Policy or any Endorsement attached thereto conflicts with any term or condition contained in this or any other State Amendatory Endorsement attached to the Policy, such terms and conditions most favorable to the Insured shall apply.

All other terms and conditions remain unchanged.

Endorsement effective: April 29, 2020
Endorsement No: 2

Policy No.: UDC-4455693-EO-20



By: Kevin Kerridge
(Appointed Representative)

DPL E5102 CA (01/10)



Hiscox Insurance Company

Policy Number: UDC-4455693-EO-20
Named Insured: Beyond The Words, Inc.
Endorsement Number: 3
Endorsement Effective: April 29, 2020

E5424.1 Blanket Additional Insured Endorsement (PL)

In consideration of the premium charged and on the understanding that this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed that the Professional Liability – US Direct Errors and Omissions Insurance policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., “**You**” or “**Your**,” is amended to include the following at the end thereof:

You or **Your** shall also include any **Additional Insured** but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of “**You**” or “**Your**”:

2. The following definition is added to Clause VI. **DEFINITIONS**:

AI-A. **Additional Insured** means any person(s) or organization(s) with whom **You** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Policy, provided the contract or agreement:

1. is currently in effect or becomes effective during the **Policy Period**; and
2. was executed before the **Professional Services** from which the **Claim** arises were performed.

3. In Clause III. **EXCLUSIONS**, paragraph F. is deleted in its entirety and replaced with the following:

F. brought by or on behalf of one **Insured** against another **Insured**; provided, however, this Exclusion will not apply to any **Claim** brought by an **Additional Insured** in any capacity other than that of an **Additional Insured**.

All other terms and conditions remain unchanged.