

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/19/2022

								01/	19/2022	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
U	o the	e cert	ificate holder in lieu of su							
PRODUCER Willis Towers Watson Insurance Service	es W	est.	Inc.	CONTACT NAME: Willis Towers Watson Certificate Center						
c/o 26 Century Blvd				(A/C, No, Ext): 1-877-945-7378 (A/C, No): 1-888-467-2378						
P.O. Box 305191				E-MAIL ADDRESS: certificates@willis.com						
Nashville, TN 372305191 USA				INSURER(S) AFFORDING COVERAGE					NAIC #	
				INSURER A: Sentinel Insurance Company Ltd					11000	
INSURED				INSURE	B: North a	American Ca	pacity Insurance Com	pany	25038	
Valant Medical Solutions, Inc. PO Box 21405				INSURE	C: Everes	t Indemnity	/ Insurance Company		10851	
Seattle, WA 98111				INSURE	RD:					
				INSURE	RE:					
			-	INSURER F :						
COVERAGES CER	TIFIC	CATE	E NUMBER: W23800747				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES				VE BEEN	I ISSUED TO	THE INSURE	D NAMED ABOVE FOR TH	HE POLI	CY 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		SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
X COMMERCIAL GENERAL LIABILITY					,	,	EACH OCCURRENCE	\$	1,000,000	
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	
A							MED EXP (Any one person)	\$	10,000	
	Y	Y	46SBAAE6013		04/08/2021	04/08/2022	PERSONAL & ADV INJURY	\$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000	
							PRODUCTS - COMP/OP AGG	\$	2,000,000	
							FRODUCTS - COMP/OF AGG	\$	• • • • • • • • •	
							COMBINED SINGLE LIMIT	\$	1,000,000	
					04/08/2021	04/08/2022	(Ea accident) BODILY INJURY (Per person)	\$		
A OWNED SCHEDULED			46SBAAE6013				、 . ,	\$		
AUTOS ONLY AURED AUROS ONLY AURED AUROS ONLY			100200010				PROPERTY DAMAGE	\$		
							(Per accident)	\$		
X UMBRELLA LIAB X OCCUR									F 000 000	
			46SBAAE6013		04/09/2021	04/08/2022	EACH OCCURRENCE	\$	5,000,000	
CLAIIVI3-IVIADE	-		405BAAE0013		04/08/2021	04/08/2022	AGGREGATE	\$	5,000,000	
DED X RETENTION \$ 10000							Y PER OTH-	\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER			
A ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		46 WEC AD3ZN9		04/08/2021	04/08/2022	E.L. EACH ACCIDENT	\$	1,000,000	
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
B Cyber Technology E&O			C-4MFH-238461-CYBER-2	2021	04/08/2021	04/08/2022	Limit	\$5,000	,000	
							Retention	\$25,00	0	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if more	e space is require	ed)			
SEE ATTACHED										
CERTIFICATE HOLDER				CANCELLATION						
				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.			
				AUTHORIZED REPRESENTATIVE						
Mt. Diablo Unified School District	5									
1936 Carlotta Drive Concord, CA 94519				TR						

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AGENCY CUSTOMER ID:

			LOC #:							
ACORD®	ADDITIONAL	REMA	RKS SCHEDULE	Page 2 of 2						
AGENCY Willis Towers Watson Insurance Se	rvices West, Inc.		NAMED INSURED Valant Medical Solutions, Inc. PO Box 21405							
POLICY NUMBER See Page 1			Seattle, WA 98111							
CARRIER See Page 1		NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1							
ADDITIONAL REMARKS										
THIS ADDITIONAL REMARKS FORM IS	A SCHEDULE TO ACO	RD FORM,								
FORM NUMBER:25 FORM TITLE: Certificate of Liability Insurance										
Certificate Holder is included as an Additional Insured as respects to General Liability.										
General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability.										
INSURER AFFORDING COVERAGE: Eve POLICY NUMBER: CY5EX00271-211	erest Indemnity Ins EFF DATE: 04/08		pany EXP DATE: 04/08/2022	NAIC#: 10851						
TYPE OF INSURANCE: Excess Cyber Technology E&O	LIMIT DESCRIPTION Limit	δ:	LIMIT AMOUNT: \$5,000,000							

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C**. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- **a.** In the performance of your ongoing operations; or
- **b.** In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured -Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured -Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

- 4. Additional Insured Lessor Of Leased Equipment
 - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
 - **b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- 5. Additional Insured Owners Or Other Interests From Whom Land Has Been Leased
 - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
 - **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- 6. Additional Insured State Or Political Subdivision – Permits
 - a. WHO IS AN INSURED under Section **C**. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision -Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured -Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- **b.** The insurance afforded to the vendor is subject to the following additional exclusions:
 - (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

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

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

- 9. Additional Insured Owners, Lessees Or Contractors – Scheduled Person Or Organization
 - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations for the additional insured(s); or
 - (2) In connection with "your work" performed for that additional insured and included within the "productscompleted operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations. The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E**. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

- "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
 - a. (1) Radio;
 - (2) Television;
 - (3) Billboard;
 - (4) Magazine;
 - (5) Newspaper;
 - **b.** The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
 - **c.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- **a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- **b.** An interactive conversation between or among persons through a computer network.
- **2.** "Advertising idea" means any idea for an "advertisement".
- **3.** "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
- "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means: