

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2016

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). CONTACT Gloria Ruiz
NAME:
PHONE
(A/C, No, Ext): (805) 585-6107 PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 FAX (A/C, No): (805) 585-6207 E-MAIL ADDRESS: gruiz@tolmanandwiker.com 196 S. Fir Street INSURER(S) AFFORDING COVERAGE NAIC # PO Box 1388 INSURER A Massachusetts Bay Ins Co 22306 93002-1388 Ventura INSURER B Allmerica Financial Benefit 11212 INSURED 22292 INSURER C Hanover Ins Co Lindamood-Bell Learning Processes 416 Higuera Street INSURER D: INSURER E: San Luis Obispo CA 93401-3865 INSURER F: **REVISION NUMBER:** CERTIFICATE NUMBER:16/17 GL/AU/UMB/WC COVERAGES 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE X DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR A 15,000 12/15/2016 12/15/2017 MED EXP (Any one person) ZD3-A802342-01 1,000,000 PERSONAL & ADV INJURY \$ 3,000,000 **GENERAL AGGREGATE** \$ GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 \$ PRO-JECT PRODUCTS - COMP/OP AGG POLICY \$ OTHER: OMBINED SINGLE LIMIT \$ 1,000,000 (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO B BODILY INJURY (Per accident) ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS \$ 12/15/2016 12/15/2017 AW3-A802333-01 PROPERTY DAMAGE (Per accident) \$ X HIRED AUTOS S EACH OCCURRENCE S 10,000,000 UMBRELLA LIAB X OCCUR AGGREGATE 10,000,000 \$ **EXCESS LIAB** CLAIMS-MADE C 12/15/2016 12/15/2017 \$ UH3-A802343-01 DED RETENTIONS X | PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? YIN E.L. EACH ACCIDENT 1,000,000 NIA 12/15/2016 12/15/2017 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ WD3-A791502-01 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GL: Mt Diablo Unified School District, its subsidiaries, officials and employees are Additional Insured as respects operations of the Named Insured per form 42129150615. Endorsement applies only as required by current written contract on file. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Mt Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519 AUTHORIZED REPRESENTATIVE Shame Eigne Conson Shawn Carson/GLORIR



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PRODUCER	C	CONTACT Gloria Ruiz				
Tolman & Wiker Insurance Services LLC	#0E52073 Pi	PHONE (A/C, No, Ext): (805) 585-6107 FAX (A/C, No): (805) 585-6207				
196 S. Fir Street	Ā	E-MAIL ADDRESS: gruiz@tolmanandwiker.com				
PO Box 1388	_	INSURER(S) AFFORDING COVERAGE NAIC #				
Ventura CA 93002-1388	IN	ISURER A :Massac	22306			
INSURED	IN	SURER B :Hanove:	22292			
Lindamood-Bell Learning Processes	IN	ISURER C :				
416 Higuera Street	IN	INSURER D:				
	IN	INSURER E:				
San Luis Obispo CA 93401-3865	IN	INSURER F:				
COVERAGES CERTIFICATE NL	JMBER:16/17 Abuse			REVISION NUMBER:		
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INSR TYPE OF INSURANCE INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY				DAMAGE TO BENTED	1,000,000	
A CLAIMS-MADE OCCUR				PREMISES (Ea occurrence)	š	
	3-A802342-01	12/15/2016	12/15/2017	MED EXP (Any one person)	\$	
11 11000 4 110100				PERSONAL & ADV INJURY \$	3	
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	3,000,000	
POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	5	
				9	\$	
OTHER: AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	3	
					\$	
ANY AUTO ALL OWNED SCHEDULED				BODILY INJURY (Per accident)	\$	
AUTOS AUTOS NON-OWNED				PROPERTY DAMAGE (Per accident)	\$	
HIRED AUTOS AUTOS					5	
X UMBRELLA LIAB OCCUB				EACH OCCURRENCE S	3,000,000	
					3,000,000	
B	3-A802343-01	12/15/2016	12/15/2017			
DED RETENTIONS OR.				PER OTH- STATUTE ER	~	
AND EMPLOYERS' LIABILITY Y/N					\$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE		
(Mandatory in NH) If yes, describe under				E.L. DISEASE - POLICY LIMIT		
DÉSCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICI LIMIT		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10	1, Additional Remarks Schedule	e, may be attached if me	ore space is requ	iired)		
OCRITICIO ATE MOLDER		ANCELLATION				
CERTIFICATE HOLDER		CHOCKER CONTRACTOR			<u></u>	
Mt Diablo Unified School District 1936 Carlotta Drive		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Concord, CA 94519	AUTHORIZED REPRESENTATIVE					
	Chause Cancon (CLOPTE)					



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Mt. Diablo Unified School District, its subsidiaries, officials and employees 1936 Carlotta Dr Concord, CA 94519

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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; or
 - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

Included Included Included Included Included Included
Included Included Included Included
Included Included
of Elevators Included
Included
Included
Included
Included
51 ft.
\$2,500
\$1000
Included
Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

Additional Insured by Contract, Agreement or Permit

The following is added to SECTION II – WHO IS AN INSURED:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

- "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you.
- **b.** The insurance afforded to such additional insured described above:
 - (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
 - (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

- advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured - Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II – WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c**, below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

- "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- Broad Form Property Damage Borrowed Equipment, Customers Goods, Use of Elevators
 - a. SECTION I COVERAGES, COVERAGE A BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V DEFINITIONS:
 - 24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

- 8. Medical Payments Extended Reporting Period
 - a. SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Paragraph 1.
 Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if COVERAGE C – IMEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.
- Newly Acquired Or Formed Organizations
 SECTION II WHO IS AN INSURED, Paragraph
 a. is replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

- g. Aircraft, Auto Or Watercraft
 - (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

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

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d.All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



RENEWAL OF POLICY UH3 A802343 00

COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE BELOW NUMBERED POLICY.

POLICY	NUMBER: I	JH3 A8023	43 01
COMPAI	NY: Hanove	r Insurance	Company

DECLARATIONS							
Item 1. Named Insured and Address (No., Street, Town, County, State)		Agent					
LINDAMOOD BELL LEARNING PROCESSES 416 HIGUERA STREET SAN LUIS OBISPO CA 93401	1001241 TOLMAN & V SERVICES, L 196 S. FIR S VENTURA CA	TREET					
Item 2. Policy Period: (Month, Day, Year)							
From 12/15/2016 To 12/15/2017 12:01 A. M., standard time at the address of	the Named Insured as stated he	erein.					
Form of Business: Individual Partners		Limited Liability Company					
☐ Organization (Other than Partnership, Joint Venture or Limited Liability Company)							
Business Description: Learning Centers							
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS PREMIUM MAY BE SUBJECT TO AUDIT.							
Item 3. Limit of Insurance							
Each Occurrence or Each Claim Limit: Products – Completed Operations Agg General Aggregate Limit	regate Limit:	\$10,000,000 \$10,000,000 \$10,000,000					
Retained Limit:		\$0					
Item.4. Premium Computation:							
	Estimated Annual Premium Premium Surcharges	\$26,273.00 \$					
(Premium Surcharges NO	T APPLICABLE in New York) Annual Minimum Premium Advance Premium	\$26,273.00 \$26,273.00					

Endorsements:

See next page



475-0002 12 14