



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance



OCCURRENCE POLICY FORM

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	Policy Period:
018098	970	HPG	0159917591-8	From 03/08/15 to 03/08/16 at 12:01 AM Standard Time

Named Insured

Kristen W Obrinsky  
1205 Tulane Dr  
Walnut Creek, CA 94596-6429

Program Administered by:

Healthcare Providers Service Organization  
159 E. County Line Road  
Hatboro, PA 19040-1218  
1-800-982-9491  
www.hpsos.com

Medical Specialty Code

Physical Therapist 80995  
Excludes Cosmetic Procedures

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania  
333 South Wabash Avenue Chicago, Illinois 60604

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000 per proceeding	\$ 25,000 aggregate
Defendant Expense Benefit	\$ 1,000 per day limit	\$ 25,000 aggregate
Deposition Representation	\$ 10,000 per deposition	\$ 10,000 aggregate
Assault	\$ 25,000 per incident	\$ 25,000 aggregate
<i>Includes Workplace Violence Counseling</i>		
Medical Payments	\$ 25,000 per person	\$ 100,000 aggregate
First Aid	\$ 10,000 per incident	\$ 10,000 aggregate
Damage to Property of Others	\$ 10,000 per incident	\$ 10,000 aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000 per incident	\$ 25,000 aggregate

General Liability

General Liability 1,000,000 each claim / 1,000,000 aggregate  
Fire and Water Legal Liability Included in the GL limit above subject to \$250,000 aggregate sublimit  
Personal Liability \$1,000,000 aggregate

Total: \$662.00

Premium reflects self-employed, full-time rate.

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121501-C1 G-145184-A G-147292-A GSL3886 GSL3908 GSL13424 GSL15563 GSL15564  
GSL15565 GSL17101 G-123846-D04 CNA79575 G-121486-B G-121504-C

*Thomas F. Motamed*  
Chairman of the Board

*John M. Walker*  
Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**HEALTHCARE PROVIDERS  
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

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**Additional Insured – Person or Entity**

In consideration of the premium paid, and subject to the Professional Liability limit of liability shown on the certificate of insurance, it is agreed that the **PROFESSIONAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the "Additional Insured") is an insured under this Coverage Part but only as respects its liability for your medical incidents and solely to the extent that:

1. a professional liability claim is made against you and the additional insured; and
2. in any ensuing litigation arising out of such claim, you and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for a medical incident that is the direct liability of the additional insured.

**Additional Insured:** Mt. Diablo Unified School District

1936 Carlotta Drive

Concord CA 94519

**Additional Premium: \$**

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
<b>ENDT. NO.</b>	<b>POLICY NO.</b>	<b>ISSUED TO</b>	<b>ENDORSEMENT EFFECTIVE DATE</b>
1	159917591	Kristen W Obrinsky	3/08/15

G-121486-B (07/2001)

Rep's Initials and Date

## POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. State specific policy forms and endorsements are not included in the list below. Should you require descriptions or samples of these documents, please visit us online at [www.hpsso.com/policyforms](http://www.hpsso.com/policyforms). **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** All products and services may not be available in all states and may be subject to change without notice.

**Think Green** – expanded definitions and copies of these policy forms and endorsements are available online at [www.hpsso.com/policyforms](http://www.hpsso.com/policyforms).

### COMMON POLICY FORMS & ENDORSEMENTS

<b>FORM #</b>	<b>DESCRIPTION</b>
G-121500-D	Common Policy Conditions
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica Mold & Asbestos Disclosure
GSL3886	Coverage & Cap on Losses from Certified Acts of Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
GSL13424	Services to Animals
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
G-123846-D04	California Cancellation and Non-Renewal
CNA79575	Exclusion of Cosmetic Procedures
G-121486-B	Additional Insured Non - Healthcare Entity

### OPTIONAL ENDORSEMENTS

<b>FORM #</b>	<b>DESCRIPTION</b>
G-121504-C	General Liability Form

### PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

Self-employed individuals may be eligible for General Liability coverage subject to underwriting approval. Should an individual practitioner's status change from self-employed to employed, general liability coverage will be deleted and replaced with workplace liability. Please contact Healthcare Providers Service Organization for details.



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

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## **ECONOMIC AND TRADE SANCTIONS CONDITION**

The following condition is added to the Policy:

### **ECONOMIC AND TRADE SANCTIONS CONDITION**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.



**HEALTHCARE PROVIDERS  
GENERAL LIABILITY AND WORKPLACE LIABILITY INSURANCE ENDORSEMENT**

**Exclusion – Asbestos, Fungi, Silica**

In consideration of the premium paid, it is agreed that the **GENERAL LIABILITY COVERAGE PART** or the **WORKPLACE LIABILITY COVERAGE PART** that is attached to this policy is amended as follows:

I. **Section IV. EXCLUSIONS** is amended by the addition of the following:

We will not defend any claim for, or pay any amounts, including **claim expenses**, based on or arising out of, or related to:

- Loss due to **asbestos**, meaning:
  1. **injury** or **damage** arising in whole or in part out of the actual, alleged or threatened exposure at any time to **asbestos**; or
  2. any loss, cost or expense that may be awarded or incurred:
    - a. by reason of a **claim** or **suit** for any such **injury** or **damage**; or
    - b. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.
- loss due to **Fungi** or **microbes**, meaning:
  1. **Injury** or **damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes**.
  2. Any loss cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi** or **microbes** by any insured or anyone else.
  3. **Damage** caused by water where there also exists any **damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such **injury** or **damage**, loss, cost or expense.

This exclusion does not apply where your business is food processing, sales, or serving, and the **injury** is caused solely by food poisoning in connection with such processing, sales or serving.

- Loss due to **silica**, meaning:
  1. **injury** arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or
  2. **damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.

II. **Section III. ADDITIONAL DEFINITIONS** is amended by the addition of the following:

**"Asbestos"** means the mineral in any form whether or not the asbestos was at any time:

1. airborne as a fiber, particle or dust;
2. contained in or formed a part of a product, structure or other real or personal property;
3. carried on clothing;
4. inhaled or ingested; or
5. transmitted by any other means.

**"Fungi"** means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. But **fungi** does not include any fungi intended by the insured for consumption.

**"Microbe"** means any non-fungal microorganism or non-fungal, colony-form organism that causes infection or disease. **Microbe** includes any spores, mycotoxins, odors, or other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of microbes. But **microbe** does not mean microbes that were transmitted directly from person to person.

**"Silica"** means the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains **silica**.

**"Suit"** means a civil proceeding in which damages because of **injury** or **damage** to which this insurance applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which **you** must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which **you** submit with our consent.

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO:	ENDORSEMENT EFFECTIVE DATE: