



Certificate of Liability Insurance

Date Issued: 06/05/2020

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Sherry Burke
4969 Bayleaf Ct
Martinez, CA 94553

Policy Number: E217117
Policy Term: 09/03/2020 to 09/03/2021
Occupation: Licensed Educational Psychologist

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
· Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A
Cyber Liability (Claims-Made Form)		
Retroactive Date: 06/09/2018	\$ 15,000	\$ 15,000

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative
C. Philip Hodson

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

In consideration of the premium paid, this policy is amended as follows:

Mt. Diablo Unified School District is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Mt. Diablo Unified School District**.

Additional Insured Name and Mailing Address:

Mt. Diablo Unified School District

1936 Carlotta Drive
Concord, CA , 94519

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GENERAL PURPOSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND
SUPPLEMENTAL LIABILITY POLICY**

This information is completed only when this endorsement is issued subsequent to preparation of the policy:

POLICY CHANGES ARE INDICATED BY AN "X":

- NAMED INSURED amended to read as shown below.
- Address of NAMED INSURED is amended to read as shown below.
- Policy Period amended to read as shown below.
- Limit(s) of Liability is/are amended to read as shown below.
- Deductible is amended as shown below.
- Premium is amended as shown below.
- Retroactive Date is amended as shown below.
- Endorsement(s) is/are amended as shown below

In consideration of the premium paid, it is hereby understood and agreed that the following endorsement is added to the policy:

Coverage is added per form(s) PI-PHCP-11 (07/10) effective as of date shown below at the additional premium of \$182.00.

All other terms and conditions of this Policy remain unchanged.

Policy #: E217117

Effective on or after: 09/03/2019

Issued to: Sherry Burke

Expiration date: 09/03/2020

Endorsement #: PI-PHCP-011 (07/10)

Philadelphia Indemnity Insurance Company

Locations Schedule

The following locations are covered under the Liability Coverage Enhancement PI-PHCP-11 (07/10)

Policy Number E217117

Location No.	Address
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1.	4969 Bayleaf Court Martinez, CA 94553
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE ENHANCEMENT

This endorsement modifies and is subject to the insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

Following is a summary of the Limits of Liability and additional coverages provided by this endorsement. For complete details on specific coverages, refer to the endorsement wording below.

SCHEDULE

Limits of Liability	\$1,000,000 Each Occurrence	\$3,000,000 Aggregate
Coverage Application		
General Liability		Page #
Fire and Water Legal Liability		1
Personal Liability		1
		2

Coverage provided herein is on an occurrence basis and will only apply to **injury** or **damage** caused by **occurrences** which happen on or after the effective date indicated in the Declarations, and prior to the policy's expiration, as indicated in the Declarations.

I. COVERAGE

A. General Liability

We will pay all amounts which **you** become legally obligated to pay, including **host liquor liability** and **products liability**, as a result of **injury** or **damage** to which this insurance applies.

B. Fire and Water Legal Liability

With respect to the **insured's** legal liability for **damage** to property which the **insured** does not own or have financial interest in, caused by:

1. Fire;
2. Discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
3. Rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators; provided:
 - a. The **damage** is caused by an **occurrence** that happens anywhere in the world, including the workplace, during the policy period; and
 - b. The **insured** has not assumed liability under a contract or agreement that is greater than imposed by law.

The most **we** will pay for all occurrences under this coverage is \$250,000. This limit is included within and not in addition to the limits shown in the endorsement **SCHEDULE**.

C. Personal Liability

We will pay all amounts that the **insured** becomes legally obligated to pay for **injury** or **damage** as a result of a **personal liability claim**, provided:

1. The **insured** is a natural person;
2. Such natural person does not employ any other individuals at the time of an **occurrence**; and
3. The **injury** or **damage** is caused by an **occurrence** that happens at the **insured's** residence and arises out of the **insured's** non-business activities.

However, this coverage shall not apply to **damage** to property the **insured** owns, rents, occupies or uses, or which is in the **insured's** care, custody or control.

Coverage provided by this Paragraph **C.** is excess over any Homeowners or Renters coverage which you carry at the time of an **occurrence** or which **you** represented at any time to have carried to **us** or to **our** representative, as of this policy's effective date.

II. DEFENSE AND SETTLEMENT

With respect to coverage afforded by this endorsement, **we** have the right and duty to defend any **claim**. **We** will:

- A. Do this even if any of the charges of the **claim** are groundless, false or fraudulent; and
- B. Investigate and settle any **claim** as **we** feel appropriate.

Our right and duty to defend ends when **we** have used up the limit of liability provided for coverage in this endorsement. **We** have no duty to defend any **claims** not covered by this endorsement.

III. EXCLUSIONS

With respect to coverage afforded by any part of this endorsement, **we** will not defend any **claim** for, or pay any amounts, including claim expenses, based on, arising out of, or related to:

A. Injury to:

1. An employee of the **insured** arising out of and in the course of employment by the **insured**;
2. A family member of that employee as a consequence of 1. above; or
3. The **insured's** family member.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share amounts with or repay someone else who must pay amounts because of the **injury** or **damage**;

B. Amounts which the **insured** or any party must pay under any unemployment or workers' compensation, disability benefits, or other similar law;

C. **Injury** or **damage** resulting from any professional services, or placement services;

D. Any liability the **insured** assumes under any contract or agreement, other than an **insured contract**. This exclusion does not apply to:

1. Liability the **insured** assumes under a contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization, but only for such liability as is attributable to **your** alleged negligence; or
2. A warranty of fitness or quality of any therapeutic agents or supplies the **insured** has furnished or supplied in connection with treatment **you** have performed;

E. Any liability **you** have for a business or profession, including consulting services, other than that named on the Declarations;

F. **Injury or damage** resulting from an **occurrence** which is also a willful violation of a statute, ordinance, or regulation imposing criminal penalties. **We** will defend any civil **suit** against **you** seeking amounts that would be covered if this exclusion did not apply. In such case, **we** will pay only **claim expenses** related to such defense.

G. **Injury or damage** for which **you** may be held liable as a result of:

1. Causing or contributing to the alcoholic beverage intoxication of any person; or
2. Furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.

This exclusion does not apply to **host liquor liability**.

H. **Injury or damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **you** owning, using, taking care of, operating, leasing or renting, **loading or unloading** of persons or property from, transporting patients in, or entrusting to others an **auto**, mobile equipment, watercraft or aircraft, including an **auto**, mobile equipment, watercraft or aircraft which is loaned to the **insured** or which is operated for the **insured** by its employee, including an employee-owned **auto**;

I. Loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause;

J. The return or withdrawal of fees or government payments imposed directly upon **you**; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied portion of any multiplied award, imposed by law;

K. **Injury or damage** **you** expected or intended, or which a reasonable person would have expected. This exclusion does not apply to **injury or damage** resulting from the use of reasonable force to protect persons or property;

L. Any **claim** arising out of actual or alleged involvement in any:

1. Federal or state anti-trust law violation; or

2. Agreement or conspiracy to restrain trade;

M. Any loss, cost or expense:

1. Which would not have happened, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or

2. Arising out of any:

a. **Claim** or **suit** by, or on behalf of, a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or

b. Request, demand or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;

N. Any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to asbestos; or that may be awarded or incurred:

1. By reason of a **claim** or **suit** relating to asbestos; or

2. In complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of asbestos;

O. **Damage** to property **you** own, rent, occupy, hold for sale, or which has been given to **you** for storage or safekeeping, except to the extent coverage would apply under **Section I – COVERAGE, Paragraph B. Fire and Water Legal Liability**;

P. Loss of use of tangible property which has not been physically damaged if:

1. A delay in or lack of performance has been caused by **you** or on **your** behalf under any contract or agreement; or

2. **Products** or work completed on the **insured's** behalf do not meet the standards the **insured** has warranted or represented.

We will cover loss of use of tangible property if:

a. The loss results from a sudden and accidental physical **damage** to or destruction of **products** or work completed by or on the **insured's** behalf; and

b. **Products** or work has been put to use by a person or organization other than the **insured**;

Q. **Damage** to property intended to be serviced, fixed or enhanced by the **insured** or on the **insured's** behalf;

R. **Damage** to tools or equipment while being used to perform operations;

S. Damage to property in **your** custody which **you** are to install, erect, or use in any construction, repair, renovation, or remodeling;

T. Damage to any property away from the business premises which must be restored, repaired, or replaced because of faulty workmanship by **you** or on **your** behalf;

U. Injury or damage on leased business premises:

1. After the **insured** ceases to be a tenant of the leased business premises; or
2. For structural alterations, new construction or demolition operations performed by or for the owner of the business premises;

V. Any act of sexual intimacy, sexual molestation or sexual assault. **We** shall provide **you** with a defense of such **claim** unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of **our** rights under this policy.

Criminal proceedings are not covered under this policy regardless of the allegations made against **you**;

W. Any direct or consequential **injury** or **damage** arising out of any:

1. Refusal to employ;
2. Termination of employment; or
3. Coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, act or omissions;

X. Any direct or consequential **injury** or **damage**, whether actual or alleged to have occurred, directly or indirectly resulting from, in consequence of, or in any way involving **injury** or **damage** caused by any animal;

Y. Any direct or consequential **injury** or **damage** committed by or on behalf of **you** against any other **insured**;

Z. Any **injury** or **damage** arising out of any **occurrence**, in which **you** are not liable as a result of **your** business activities. This exclusion will not apply to Coverage **C. Personal Liability**, herein;

AA. Arising out of statutorily imposed vicarious parental liability for actions of a child or minor;

BB. Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **injury** or **damage** caused in whole or in part by:

1. The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any mold, mildew, fungi or bacteria (or any materials containing any similar organic contaminant or **pollutant**) on or within a building or structure, including its contents, regardless of whether any other cause, event, material, rendering of professional service or product contributed concurrently or in any sequence to such injury or **damage**; or
2. Loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, failure to detect, remediating or disposing of, or in any way responding to, or assessing the effects of mold, mildew, fungi or bacteria (or any materials containing any similar organic contaminant or **pollutant**), by any **insured** or by any other person or entity;

CC. Any personal injury or advertising injury:

1. Arising out of oral or written publication of material, if done by or at the direction of any of **you** with knowledge of its falsity;
2. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any of **you**;
4. For which **you** have assumed liability in a contract or agreement. This exclusion does not apply to liability for **damages** that **you** would have in the absence of the contract or agreement;
5. Breach of contract, other than misappropriation of advertising ideas under an implied contract;
6. The failure of goods, products or services to conform with advertised quality or performance;
7. The wrong description of the price of goods, products or services; or
8. An offense committed by **you** while in the business of advertising, broadcasting, publishing or telecasting.

IV. LIMIT OF LIABILITY

With respect to coverage afforded under Section **I. COVERAGE**, Paragraphs **A.** and **C.** of this endorsement, the following apply:

A. Each Occurrence

The limit of liability stated in the endorsement **SCHEDULE** for each **occurrence**, is the limit of **our** liability for all **injury** or **damage** arising out of, or in connection with the same **occurrence**. This limit applies regardless of the number of persons or organizations who are covered under this policy.

B. Aggregate

The limit of liability stated in the endorsement **SCHEDULE** for each **occurrence**, is the limit of **our** liability for all **injury** or **damage** arising out of, or in connection with the same **occurrence**. This limit applies regardless of the number of persons or organizations who are covered under this policy.

C. Claim expenses are in addition to the limit of liability.

D. To the extent that coverage may be applicable:

1. Under this endorsement; and
 2. Would also be covered under this policy if this endorsement was not attached;
- Then coverage will not apply under this endorsement.

This endorsement will not serve to duplicate limits available under this policy.

E. To the extent that coverage may be applicable under multiple coverages provided by this endorsement; then coverage will only apply under the portion of this endorsement which has the lowest limit of liability applicable.

V. ADDITIONAL DEFINITIONS

With respect to coverage afforded by this endorsement only, words in bold have the meaning set forth below, and any contrary wording is superseded.

A. Damage means physical injury or harm to an object that makes it less useful, valuable or functional. Damage includes **property damage**.

B. Host liquor liability means **injury** or **damage** arising out of the giving or serving of alcoholic beverages at functions incidental to **your** business provided:

1. **You** are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages; or
2. There has not been an intentional violation of any statute, regulation or ordinance relating to the sale, gift, distribution or use of alcoholic beverages, committed by **you**, or at **your** direction.

C. Injury means **bodily injury**, sickness, disease, death, or mental or emotional distress sustained by a person; **personal injury**; and **advertising injury**.

D. Insured contract means:

1. A lease of business premises;
2. A sidetrack agreement;
3. An easement or license agreement except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement; or
6. That part of any other contract or agreement pertaining to the **insured's** business, including indemnification of a municipality in connection with work performed for a municipality, under which the **insured** assumes the tort liability of another party to pay for **injury** or **damage** to a third party if the contract or agreement is made prior to the **injury** or **damage**.

Insured contract does not mean that part of any contract or agreement:

- a. That indemnifies any entity for **injury** or **damage** arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for **injury** or **damage** arising out of:

(1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the **injury** or **damage**; or

c. That indemnifies any entity for **damage** by fire to business premises rented or loaned to the **insured**.

E. Occurrence means an accident, including continuous or repeated exposure to conditions, which results in **injury** or **damage**.

F. Personal liability claim means a **claim** arising out of **injury** or **damage** to a third party that happens at the insured's personal residence and arises out of non-business activity.

G. Product means:

1. Any healthcare goods or items manufactured or modified by:

a. The **insured**;

b. Others trading under the **insured's** name; or

c. An entity whose business or assets the **insured** has acquired; or

2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such healthcare goods or items.

Product does not include real property, or any goods or items that the **insured** sells.

H. Products liability means **injury** or **damage** caused by a product.

All other provisions in the policy remain unchanged.

Policy #: E217117

Effective on or after: 09/03/2019

Issued to: Sherry Burke

Expiration date: 09/03/2020

Endorsement #: PI-PHCP-011 (07/10)