

### CERTIFICATE OF LIABILITY INSURANCE

**HAMCHAR** OP ID: SW DATE (MM/DD/YYYY)

11/02/12

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

	ne terms and conditions of the policy, ertificate holder in lieu of such endors						onfer r	ights to the
	DUCER		925-866-7050	CONTACT				
CCI	Financial & Ins. Solutions		925-866-8275	PHONE		FAX		
	ense #0381524 ). Box 5076		923-000-0273	E-MAIL		(A/C, No):		
San	Ramon, CA 94583-1328			ADDRESS:				
Cla	y Owen			INS American	SURER(S) AFFOR	RDING COVERAGE		NAIC#
INIOI	URED Charles Ham Associates		INSURER A : American Casualty Co. of INSURER B : CNA Insurance Company				20427	
INSU	Charles Ham Associates 231 Market Place #350							
	San Ramon, CA 94583			INSURER C :				-
				INSURER D :				
				INSURER E :				
			INSURER F:					
			TE NUMBER:			REVISION NUMBER:		
II C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIREN PERTAIN	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPEO D HEREIN IS SUBJECT TO	O ALL	WHICH THIS
LTR	TYPE OF INSURANCE	INSR W	VD POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY	x	B4014192208	08/08/12	08/08/13	EACH OCCURRENCE  DAMAGE TO RENTED  PREMISES (Ea occurrence)	\$	1,000,000 300,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT	\$	
	ANY AUTO					(Ea accident) BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED					PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS					(Per accident)	\$	
	UMBRELLA LIAB OCCUB							
	- OCCUR					EACH OCCURRENCE	\$	
	OLAIMO-WADE					AGGREGATE	\$	
	DED   RETENTION\$   WORKERS COMPENSATION					WC STATU- OTH-	\$	
	AND EMPLOYERS' LIABILITY Y / N					TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)  If yes, describe under					E.L. DISEASE - EA EMPLOYEE		
	DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
В	Prof Liability		SFA288273150	08/06/12	08/06/13	Per Claim		1,000,000
						Aggregate		1,000,000
Mt. nan	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI Diablo Unified School District , its o ned as Additional Insured with respo ten contract per the attached.	fficers,	, agents and employees ar	e	required)			
CE	RTIFICATE HOLDER			CANCELLATION				
CL	KTIFICATE HOLDER		MTDIALU	CANCELLATION				
	Mt. Diablo Unified Schoo District 1936 Carlotta Drive	I	MIDIALO		N DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E CY PROVISIONS.		
	Concord, CA 94519-1397				<u>-</u>			
				agtivestronus				



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

#### 1. ADDITIONAL INSURED - BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, 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, subject to the following additional exclusions:

- The insurance afforded the vendor 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, except when 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 omission or those of its

employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
- (2) 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.
- This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "productscompleted operations hazard" is excluded either by the provisions of the Policy or by endorsement.

#### 2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

- Currently in effect or becoming effective during the term of this policy; and
- Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

#### a. Additional Insured - Your Work

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under Liability and Medical Expenses Definitions do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

#### b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - **(b)** The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

#### c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) 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 such additional insured.

#### d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- 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 additional insured.

#### e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

#### f. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which 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 additional insured.

#### g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

#### h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs  $\mathbf{b}$ . through  $\mathbf{h}$ . above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

#### H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

#### 4. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

#### k. Damage To Property

"Property damage" to:

- Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- **4.** Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you:
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.
- A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, i, k, I, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

#### 5. Broad Knowledge of Occurrence

The following items are added to E. Businessowners General Liability Conditions in the Businessowners Liability Coverage Form:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
  - (1) You or any additional insured that is an individual:
  - (2) Any partner, if you or an additional insured is a partnership;
  - (3) Any manager, if you or an additional insured is a limited liability company;
  - (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

- (5) Any trustee, if you or an additional insured is a trust; or
- **(6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

#### 6. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

### 7. Expanded Personal and Advertising Injury Definition

The following is added to Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
  - Not done intentionally by or at the direction of:
    - a. The insured; or
    - **b.** Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
  - Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- **B.** The following is added to Exclusions, **Section**  $\mathbf{R}$ :

## (15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

#### (16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- C. This provision (Expanded Personal and Advertising Injury) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, Expanded
- **Personal and Advertising Injury Coverage** does not apply to policies issued in the states of New York or Ohio.
- D. This provision (Expanded Personal and Advertising Injury) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.



### Confirmation of Liability Coverage

CSAA Members Car Policy California State Automobile Association Inter-Insurance Bureau P.O. Box 429186, San Francisco, CA 94142-9186

NAME AND ADDRESS

AUTO POLICY NUMBER

PAA 053958963

EFFECTIVE DATE

08 - 12 - 2012

EXPIRATION DATE

08 - 12 - 2013

MOUNT DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DRIVE CONCORD, CA 94520

Named Insured: CHARLES HAM

The policy of automobile insurance includes the coverages and limits of liability as shown below. The policy will expire on the date shown unless canceled by the Insured or by the Bureau prior thereto.

DESCRIPTION OF AUTOMOBILE(S)						
MAKE	YEAR	VIN				
AUDI	1997	WAUCB88D9VA238165				
FORD	2001	1FAFP45X31F139157				
FORD	2001	1FMFU18LX1LB35016				

LIABILITY COVERAGES				
DODILY IN HIDY LIADILITY	DDODEDTY DAMAGE LIMIT			
BODILY INJURY LIABILITY  LIMITS OF LIABILITY	PROPERTY DAMAGE LIMIT			
Each Person / Each Occurrence	Each Occurrence			
\$1 Million/\$1 Million	\$1 Million			