

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Marsh & McLennan Agency LLC, Marsh & McLennan Ins. Agency LLC, PO Box 85638, San Diego, CA 92186. CONTACT NAME: Shannon Shilling, PHONE: 858-875-5411, FAX: 858-909-9846. INSURED: The Springstone School, 1035 Carol Lane, Lafayette, CA 94549. INSURER(S) AFFORDING COVERAGE: Nonprofits Insurance Alliance of CA, NAIC #: 999999.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Professional Abuse/Molestation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Mt. Diablo Unified School District, it's officers & employees are named as additional insured only with respect to general liability arising out of their contract agreement with the insured per attached policy form. Primary wording included per attached policy form.

CERTIFICATE HOLDER: Mt. Diablo Unified School District, 1936 Carlotta Drive, Concord, CA 94519-0000. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Shannon Shilling.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. 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, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you 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 INJURY AND PROPERTY DAMAGE.**
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) 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.
- (3) 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. Methods of Sharing

If all of the other insurance available to the additional insured(s) 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 other the other insurance available to the additional insured(s) 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.



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NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: Marsh USA, Inc. POLICY NUMBER: 2020-14018-UMB

P.O. Box 85638 San Diego, CA 92186-5638

RENEWAL OF NUMBER: 2019-14018-UMB-NPO

Item 1 NAME OF INSURED AND MAILING ADDRESS:

Springstone School (The) 1035 Carol Lane Lafayette, CA 94549

Item 2 POLICY PERIOD: FROM 8/15/2020 TO 8/15/2021 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Development of 6-8th grade children with Asperger's Syndrome, Non-Verbal Learning Disorder

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: \$650

(premium includes Terrorism Coverage - Certified Acts: \$50 but only for policies that indicate coverage on Schedule A - Schedule of Underlying Insurance)

Item 4 LIMITS OF INSURANCE:

Table with 2 columns: Description and Amount. Rows include: Each Occurrence (other than Directors' & Officers' Liability, Improper Sexual Conduct and Physical Abuse Liability, and Social Service Professional Liability) 1,000,000; Each Wrongful Act - Directors' & Officers' Liability Excluded; Each Occurrence - Improper Sexual Conduct Liability Excluded; Each Occurrence - Social Service Professional Liability 1,000,000; Products Completed Operations Aggregate [(where applicable)] 1,000,000; General Aggregate 1,000,000; Directors' & Officers' Liability Aggregate Excluded; Improper Sexual Conduct Liability Aggregate Excluded; Social Services Professional Liability Aggregate 1,000,000

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE): CU 21 30 01 15, CU 21 33 a 01 15, CU 21 33 s 01 15, IL 09 99 01 15, NIAC-E003 UMB 08 20, NIAC-E42 UMB 09 19, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 08 18, UMB61 05 13

COUNTERSIGNED: 7/13/2020 BY

Handwritten signature of Pamela C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2020-14018-UMB

CONTROL NUMBER: 14018

NAME OF INSURED: Springstone School (The)

| TYPE OF POLICY | APPLICABLE LIMITS | INSURER POLICY # | APPLICABLE PERIOD |
|---|--|--|--------------------------|
| (A) Automobile Liability Business Auto | Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Uninsured/Underinsured Motorist N/A | NIAC 2020-14018 | 08/15/2020 to 08/15/2021 |
| (Does not include: Terrorism Coverage - Certified Acts) | | | |
| (B) Commercial General Liability | Each Occurrence Limit \$1,000,000 General Aggregate Limit \$3,000,000 Products/Completed Operations Aggregate Limit \$3,000,000 Personal & Advertising Injury Limit \$1,000,000 Damage to Premises Rented to You N/A (any one premises) | NIAC 2020-14018 | 08/15/2020 to 08/15/2021 |
| (Includes Terrorism Coverage - Certified Acts) | | | |
| (C) Social Service Professional Liability | Each Occurrence Limit \$1,000,000 Aggregate Limit \$3,000,000 | NIAC 2020-14018 | 08/15/2020 to 08/15/2021 |
| (Does not include: Terrorism Coverage - Certified Acts) | | | |
| (D) Standard Workers Compensation & Employers Liability | Coverage B - Employers Liability Bodily Injury by Accident N/A Bodily Injury by Disease N/A Bodily Injury by Disease N/A | Each Accident Each Employee Policy Limit | |
| (E) Improper Sexual Conduct and Physical Abuse | Each Occurrence Limit N/A General Aggregate Limit N/A | | |
| (F) Directors' And Officers' | Each Wrongful Act Limit N/A Aggregate Limit N/A | | |
| (G) Liquor Liability | Each Common Cause Limit \$1,000,000 Aggregate Limit \$1,000,000 | NIAC 2020-14018 | 08/15/2020 to 08/15/2021 |
| (Includes Terrorism Coverage - Certified Acts) | | | |
| (H) Employee Benefits Liability | Each Employee \$1,000,000 Aggregate Limit \$3,000,000 | NIAC 2020-14018 | 08/15/2020 to 08/15/2021 |
| (Includes Terrorism Coverage - Certified Acts) | | | |

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2020-14018-UMB-NPO

NAME OF INSURED: Springstone School (The)

Page 1

UMBRELLA FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

| | |
|--|--------------------|
| Cap on Losses for Certified Acts - Terrorism Coverage | CU 21 30 01 15 |
| Exclusion of Certified Acts of Terrorism - Automobile Liability Underlying Insurance Only | CU 21 33 a 01 15 |
| Exclusion of Certified Acts of Terrorism - Social Services Professional Underlying Coverage Only | CU 21 33 s 01 15 |
| Disclosure Of Premium For Certified Acts of Terrorism | IL 09 99 01 15 |
| Member Criteria | NIAC-E003 UMB 08 2 |
| Nuclear, Chemical and Biological Hazard Exclusion | NIAC-E42 UMB 09 19 |
| Schedule A - Schedule of Underlying Insurance | SCHEDULE A 01 80 |
| Privacy Liability and Cyber Coverage Exclusion | UMB 231 06 16 |
| Medical Payments Exclusion | UMB 232 06 16 |
| Commercial Umbrella Coverage Form | UMB-100 08 18 |
| Employers' Liability Exclusion | UMB61 05 13 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



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COMMERCIAL UMBRELLA POLICY

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS IF THE UNDERLYING INSURANCE PROVIDES CLAIMS-MADE COVERAGE. IF COVERAGE WITHIN THIS POLICY IS PROVIDED ON A CLAIMS-MADE BASIS, IT APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED AND REPORTED TO US DURING THIS POLICY'S PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. IF COVERAGE WITHIN THIS POLICY IS PROVIDED ON A CLAIMS-MADE BASIS, THIS COVERAGE APPLIES ONLY TO DAMAGES ARISING FROM AN ACT, ERROR OR OMISSION COMMITTED ON OR AFTER THE RETROACTIVE DATE SHOWN IN THE DECLARATIONS OF THE UNDERLYING CLAIMS-MADE POLICY(S) BUT PRIOR TO THE END OF THIS POLICY'S PERIOD, NOT INCLUDING AN EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND OBLIGATIONS.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company issuing this policy.

Other words and phrases that appear in quotation marks have special meanings found in Section 6 - DEFINITIONS.

SECTION 1. INSURING AGREEMENT

A. Excess Liability Insurance (Following Form)

We will pay on behalf of an insured those sums in excess of the amount payable under the terms of any "Underlying Insurance" as stated in the "Schedule of Underlying Insurance" that an insured becomes legally obligated to pay as damages to which this insurance applies. This Excess Liability Insurance is excess insurance and follows the "Underlying Insurance" except as otherwise stated in this policy. This Excess Liability Insurance is subject to the same terms, conditions, warranties, agreements, exclusions, endorsements and definitions contained in the "Underlying Insurance" except as otherwise provided in this policy; provided, however, in no event will this insurance apply unless the "Underlying Insurance" applies or would apply but for the exhaustion of the applicable Limit of Liability in the "Underlying Insurance."

B. Extended Reporting

1. Extended Reporting Periods

If the "Underlying Insurance" provides coverage on a claims-made basis and this policy provides coverage on a claims-made basis, then we will provide an Automatic Extended Reporting Period as described in subparagraph 2 below and, if you purchase it,

an Optional Extended Reporting Period as described in subparagraph 3 below, IF,

- a. this insurance is cancelled or not renewed for any reason other than non-payment of premium; or
- b. we renew or replace this insurance with other insurance that:
 - (1) has a Retroactive Date later than the Retroactive Date shown in the Declarations of this policy; or
 - (2) does NOT apply to damage on a claims-made basis.

If the "Underlying Insurance" does not provide an Extended Reporting Period then we will not offer and will not provide an Extended Reporting Period.

2. Automatic Extended Reporting Period

If the "Underlying Insurance" provides coverage on a claims-made basis then an Automatic Extended Reporting Period, equal in length to the Automatic Extended Reporting Period provided in the applicable "Underlying Insurance," is automatically provided, except when this insurance is cancelled or not renewed because of non-payment of premium. The Automatic Extended Reporting Period does NOT apply to a claim that is covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.

- ii. reinstate or increase the Limits of Liability applicable to any "claim" or "suit" to which this insurance applies.
3. Optional Extended Reporting Period
 - a. If the "Underlying Insurance" provides coverage on a claims-made basis then an Optional Extended Reporting Period is available only by an endorsement and for an additional charge. The Optional Extended Reporting Period starts at the end of this policy, either by cancellation or expiration, and will be equal in length to the Optional Extended Reporting Period you purchase as to the applicable "Underlying Insurance." A "claim" first made during this Optional Extended Reporting Period will be deemed to have been made during the policy period of this policy, and will be subject to the Limits of Liability set forth in SECTION 2 - LIMITS OF LIABILITY.
 - b. The Named Insured listed in the Declarations to this policy must give us a written request for the Optional Extended Reporting Period, together with payment of the appropriate premium, within 30 days after the cancellation or non-renewal of this policy. This additional premium shall be fully earned at the inception of the Optional Extended Reporting Period.
 - c. We will determine the additional premium for the Optional Extended Reporting Period in accordance with our rates.
 - d. The Optional Extended Reporting Period is excess over any other insurance available under a policy or policies in force after the Optional Extended Reporting Period starts.
4. How Optional Extended Reporting Period Applies
 - a. The Optional Extended Reporting Period applies only to damages arising from acts, errors or omissions committed before the end of this policy period, but not before the Retroactive Date shown in the Declarations, and not including an Extended Reporting Period. The Optional Extended Reporting Period does NOT:
 - i. extend this policy's period or change the scope of coverage provided;
5. Notification of us of a Claim or Suit

Notification of a "claim" or "suit" must be in accordance with Duties In The Event Of A Claim Or Suit as stated in Provision F.2. of SECTION 5 - CONDITIONS of this policy. Any insured's failure to comply with the Duties In The Event Of A Claim Or Suit as stated in SECTION 5 - CONDITIONS of this policy will void the Optional Extended Reporting Period coverage under this policy, and we will promptly refund any additional premium you paid for the Optional Extended Reporting Period .

SECTION 2. LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 1. persons and organizations who are insureds under this policy;
 2. coverages provided under this policy;
 3. "claims" made and/or "suits" brought against any or all insureds; or
 4. persons or organizations making a "claim" or bringing a "suit".
- B. The Products Completed Operations Aggregate as stated in Item 4.b. of the policy Declarations is the most we will pay for all damages to which this policy applies because of injury and damages included in the products-completed operations hazard.
- C. The Directors and Officers Liability Aggregate as stated in Item 4.d. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Directors and Officers Liability.
- D. The Improper Sexual Conduct and Physical Abuse Aggregate as stated in Item 4.e. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Improper Sexual Conduct and Physical Abuse Liability.
- E. The Social Service Professional Liability Aggregate as stated in Item 4.f. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Social Service Professional Liability.

- F. The General Aggregate as stated in Item 4.c. of the Declarations to this policy is the most we will pay for all damages to which this policy applies.
 - G. If the Limit of Liability of the "Scheduled Underlying Policy" as stated in the "Schedule of Underlying Insurance" has been exhausted by payments made on behalf of any insured by the "Underlying Insurer," this policy shall apply in the same manner as the applicable "Underlying Insurance," subject to all the terms and conditions of such "Underlying Insurance" and the terms and conditions of this policy. If the Limit of Liability of the "Underlying Insurance" as stated in the "Schedule of Underlying Insurance" has been reduced by payments made on behalf of any insured by the "Underlying Insurer," this policy will drop down to become immediately excess of the reduced limit of the "underlying Insurance."
 - H. The Limits of Insurance of the "Scheduled Underlying Policy" will be reduced or exhausted only by payments made on behalf of an insured for injury or damage to which this insurance would apply, but for the amount of such injury or damage.
 - I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations to this policy, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance. Any Extended Reporting Period will not increase the applicable Limit of Insurance.
- 2. If the "Underlying Insurance" does not include payments of "defense expenses" as part of its Limits of Liability, but instead indicates that the payment of "defense expenses" will not reduce the Limits of Liability, then when excess of such "Underlying Insurance," our payment of "defense expenses" will not reduce the available Limits of Liability.
 - 3. The "defense expenses" extended by this policy will be subject to the same provisions as the "defense expenses" extended by the "Underlying Insurance."
- B. We will not defend any "suit" or "claim" after we have exhausted the applicable Limit of Liability as stated in the Declarations. If we are prevented by law from carrying out this paragraph, we will NOT pay any "defense expenses" incurred without our written consent.
 - C. In all circumstances for which paragraph A above is not applicable, we will NOT be obligated to assume charges or pay expenses for the investigation, settlement or defense of any "claim" made, or "suit" brought, or proceedings instituted against any insured. We will, however, have the right in our sole discretion to participate in the defense and trial of any "claim", "claims", "suits" or proceedings which may involve the coverage extended by this policy. If we avail ourselves of this right, we will do so at our expense.

SECTION 4. EXCLUSIONS OR SUBLIMITS

SECTION 3. DEFENSE PROVISIONS

- A. We will have the same defense obligations under this policy as are in the applicable "Underlying Insurance" when the applicable Limits of Liability of the "Underlying Insurance," plus the applicable limits of any other applicable insurance, have been exhausted by payments made on behalf of an insured.
 - 1. If the "Underlying Insurance" includes payments of "defense expenses" as part of its Limits of Liability, then when excess of such "Underlying Insurance," our payment of any "defense expenses" is within the applicable Limits of Liability of this policy and each payment we make for such "defense expenses" reduces the available Limits of Liability by the amount of the payment.
- A. Each and every exclusion within the "Underlying Insurance" is incorporated by reference to this policy, with the same force and effect as though expressly set forth within this policy. As an example only, if the "Underlying Insurance" includes an exclusion for improper sexual misconduct and physical abuse, that exclusion in its entirety is incorporated within this policy as though fully set forth herein.
- B. Notwithstanding Provision A within Section 1, the coverage identified in the Declarations to this policy is the only coverage extended by this policy. If an "Underlying Insurance" includes exclusions with exceptions and specified sub-limits, this policy will not provide coverage in excess of the specified sub-limit, unless a separate sub-limit is identified specifically within the Declarations to this policy. If an "Underlying Insurance" includes Additional Coverages with specified limits, this policy will not provide coverage in excess of the specified Additional Coverage, unless a limit for that Additional Coverage is specifically identified within the Declarations to this policy. If an "Underlying Insurance" includes an extension of a specified

coverage with a limit specific to that coverage, this policy will not provide coverage excess to that specified coverage unless a separate limit is specifically identified within the Declarations to this policy.

SECTION 5. CONDITIONS

A. Appeals

We can appeal a judgment against any insured under this policy if:

1. the judgment is for more than the remaining Limits of Liability under the "Underlying Insurance"; and
2. the insured or the "Underlying Insurer" do not appeal it.

If we appeal the judgment, we will pay the costs of that appeal and any interest on those costs. Those payments will be in addition to the Limits of Liability of this policy, unless the "Underlying Insurance" includes payment of expenses incurred in an appeal as part of its Limit of Liability, in which case the costs of the appeal and any interest on those costs will decrease the applicable Limit of Liability.

B. Audit of Books and Records

We may audit your books and records at any time during the term of this insurance or within three years after its expiration or termination.

C. Financial Impairment

Bankruptcy, insolvency, rehabilitation, receivership, liquidation, or other financial impairment of any insured or any insurer providing "Underlying Insurance" as stated in the "Schedule of Underlying Insurance," shall neither relieve nor increase any of our obligations under this policy. In the event there is a diminished recovery or no recovery available to any insured as a result of such financial impairment of any insurer providing "Underlying Insurance," the coverage under this policy shall apply only in excess of the Limits of Liability stated in the "Schedule of Underlying Insurance." Under no circumstances will we be required to drop down and replace the underlying Limits of Liability or assume any other obligations of a financially impaired insurer or an insured.

D. Cancellation

You may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

1. We may cancel this policy at any time by sending to you a notice of cancellation 30 days

(10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to your last known address shown in the Declarations to this policy and will indicate the date on which coverage is terminated.

2. If cancellation is at your request, return premium will be computed at 90% of pro rata. If we cancel, return premium will be computed pro rata. If this policy insures more than one Named Insured, cancellation may be effected by the first Named Insured in the Declarations to this policy for the account of all Named Insureds. Notice of cancellation by us to such first Named Insured will be deemed notice to all insureds and payment of any return premium to such first Named Insured will be for the account of all insureds.
3. In the event that provisions of this condition conflict with any state law or regulation governing the cancellation/nonrenewal of this policy, then such law or regulation shall prevail and this policy is amended to conform with such law or regulation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

F. Duties in the Event of a Claim or Suit

1. You must see to it that we are notified as soon as practicable of an accident, occurrence, offense or event that may result in a "claim" or "suit." To the extent possible and subject to the requirements of Section 1 above, notice should include:
 - a. how, when and where the activities which form the basis of any potential "claim" or "suit" took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the activities which form the basis for any potential "claim" or "suit."
2. If a "claim" is made or "suit" is brought against any insured, you must:

- a. immediately record the specifics of the "claim" or "suit" and the date received;
 - b. notify us as soon as practicable and immediately provide to us written notice of the "claim" or "suit;" and
 - c. if the "Underlying Insurance" is on a claims-made form, you must provide written notice to us in conformance with the applicable claims-made temporal conditions included within the "Underlying Insurance."
3. You and any other involved insured must:
- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

G. Maintenance of Scheduled Underlying Insurance

While this policy is in effect you agree to maintain the "Underlying Insurance" listed in the "Schedule of Underlying Insurance" in full force. This means that:

1. the "Scheduled Underlying Policy" or "Scheduled Underlying Policies" may not be cancelled or not renewed by either you or the "Underlying Insurer" without notifying us;
2. renewals or replacements will not be more restrictive in coverage than the "Underlying Insurance" listed in the "Schedule of Underlying Insurance";
3. the terms, conditions and endorsements of the "Underlying Scheduled Insurance" will not materially change;
4. the risk of uncollectibility (in whole or in part) of the "Underlying Scheduled Insurance" limit as listed in the "Schedule of Underlying Insurance," or replacements thereof, whether because of financial impairment or insolvency of an "Underlying Insurer" or for any other reason, is expressly retained by you and is not

- in any way or under any circumstances insured or assumed by us; and
5. limits of "Underlying Insurance" will not change except for any reduction in the aggregate limit or Limits of Insurance by payment of claims hereunder.

Your failure and/or the failure of the "Underlying Insurer" to comply with this condition will not invalidate this policy, but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

H. Other Insurance

If other insurance applies to a "claim" or "suit" covered by this policy, the insurance under this policy is excess of such other insurance and we will not make any payments until the other insurance has been used up. This condition shall not apply if the other insurance is specifically written to be excess over this policy.

Except to the extent stated in this policy, this insurance is not subject to the terms, conditions, or limitations of any other insurance except for "Underlying Insurance."

I. Transfer of Rights of Recovery Against Others to us.

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Each insured must do nothing to impair these rights or the transfer thereof to us. Each insured must cooperate with us and, at our request, assist us in the pursuit and enforcement of those rights. If there is any money recovered, we will disburse that money, as follows:

1. first, we will be repaid to the extent of our actual payment; and
2. second, if any money remains, the insured or any "Underlying Insurer" will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money, we will share the expenses with the insured or any "Underlying Insurer" in proportion to the amount that each is repaid. If our recovery attempt is not successful, we will bear all of the recovery expenses.

J. Premium

The premium for this policy as stated in the Declarations is a flat premium and is subject to a minimum and deposit premium, if applicable. The premium is not subject to adjustment unless:

1. a rate is shown in the Declarations; or
2. an endorsement or endorsements are attached to this policy changing the Limit of Liability, adding or changing the "Underlying Insurance", changing the policy period, or because of an Extended Reporting Period.

If a flat premium is charged, and a minimum premium is shown in the Declarations, then that minimum premium is fully earned as of the inception of this policy.

K. Representations

By accepting this policy, you agree that:

1. the statements in the Application for this policy and Declarations to this policy are accurate and complete;
2. those statements are based upon representations you made to us; and
3. we have issued this policy in reliance upon your representations in the Application for this policy and its Declarations.

L. Titles of Paragraphs

The titles of the varied Sections, Paragraphs, and Subparagraphs of this policy and endorsements attached to this policy, if any, are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

M. Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent, except in the event of the death of an individual insured and then only to that individual's representative.

N. When Loss is Payable

This policy will not apply until an insured, or an insured's "Underlying Insurer," is obligated to pay the amount of the "Underlying Insurance" for damages which are also covered by this policy. When the amount of loss has finally been determined, we will promptly pay on behalf of the insured the amount of the damages which comes within the terms of this policy.

SECTION 6. DEFINITIONS

Except for the terms appearing in quotes within this policy, the terms within this policy have the same meaning as set forth in the applicable "Underlying Insurance." With respect to the terms appearing in

quotes within this policy, the definitions below will apply.

- A. "Claim" or "Claims" means any demand, including a "suit," against an insured for damages to which this policy applies are alleged.
- B. "Defense expenses" means the fees, costs and/or expenses which an "Underlying Insurer" has an obligation to pay in the defense of a "claim," "claims" or "suit" pursuant to the terms and conditions of the "Underlying Insurance."
- C. "Schedule of Underlying Insurance" means the Schedule of Underlying Insurance included within the Declarations to this policy.
- D. "Scheduled Underlying Policy" or "Scheduled Underlying Policies" means the identified policy or policies within the "Schedule of Underlying Insurance."
- E. "Suit" means a civil proceeding in which damages to which this policy applies are alleged, including, without limitation:
 1. An arbitration proceeding in which such damages are claimed and to which you must submit or do 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.
- F. "Underlying Insurance" means the policy or policies within the "Schedule of Underlying Insurance" applicable or potentially applicable to the "claim" or "suit."
- G. "Underlying Insurer" or "Underlying Insurers" means the entity or entities that issued the "Underlying Insurance."

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)

SCHEDULE

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| <p>SCHEDULE – PART I Terrorism Premium (Certified Acts) (A) Premium through end of year (12/31/) \$ See Declarations (B) Estimated Premium beyond the date specified above \$ See Declarations (Refer to Paragraph D. in this endorsement.) This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</p> <p style="padding-left: 40px;"> All coverage parts other than: Social Service Professional Liability Coverage Form Business Auto Coverage </p> <p>Additional information, if any, concerning the terrorism premium:</p> |
| <p>SCHEDULE – PART II Federal share of terrorism losses ____ % Year: 20 ____ (Refer to Paragraph B. in this endorsement.)</p> <p>Federal share of terrorism losses ____ % Year: 20 ____ (Refer to Paragraph B. in this endorsement.)</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Possibility Of Additional Or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this endorsement, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) in Part I of the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in (B) in Part I of the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY EXCLUSION

This insurance does not apply to any liability for bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, and, if arising out of the foregoing, mental anguish or mental injury sustained by:

1. An employee of the insured arising out of and in the course of employment by the insured; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

This insurance does not apply to COVERAGE C MEDICAL PAYMENTS provided in any underlying Commercial General Liability Coverage Form or to any medical expenses for which COVERAGE C MEDICAL PAYMENTS are paid or payable.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.



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NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIVACY LIABILITY AND CYBER COVERAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

A. This insurance does not apply to any of the following:

1. "Identity theft".
2. "Loss of electronic data."
3. The disclosure, loss or use of "protected health information".

For purposes of the liability coverages excluded by this endorsement, the following **Definitions** apply:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Identity theft" means fraudulent appropriation and use of a person's identification or personal information, including both "electronic data" as well as information contained in printed or written format.

"Loss of electronic data" means:

1. Damage to, loss of, loss of use of, corruption of, inability to access or inability to manipulate "electronic data;" and
2. "Identity theft."

"Protected health information" means any information, whether oral or recorded in any form or medium:

- (i) That relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;
- (ii) That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify that individual; and
- (iii) as defined within the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d-1320d-8 ("HIPAA") or other similar federal, state or local laws or statutes.

B. This insurance also does not apply to any of the following first party coverages in the PRIVACY LIABILITY AND CYBER COVERAGE ENDORSEMENT:

1. Security Event Costs and Expenses
2. Cyber Extortion
3. Crisis Management and Reward Expenses

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART – Commercial Auto Liability Underlying Insurance Only

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART – Social Service Professional Liability
Endorsement Underlying Only

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.